

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

CONRAD RELOJ, *on behalf of himself and
others similarly situated*,

Plaintiff,

v.

GOVERNMENT EMPLOYEES INSURANCE
COMPANY INC.,

Defendant.

Case No.: 21cv1751-MSB

**ORDER DIRECTING PLAINTIFFS TO
COMPLY WITH ORDER DENYING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS, COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

On January 20, 2026, the Hon. M. James Lorenz denied Plaintiffs' Motion for Preliminary Approval of Class, Collective, and PAGA Action Settlement and ordered:

If [Plaintiffs] file[] another motion for preliminary approval, the motion must be accompanied by a redlined copy of the proposed settlement showing all changes to the Settlement filed at ECF No. 282. The motion must also include any responses received to GEICO's notice under 28 U.S.C. § 1715 and Plaintiffs' notice to the LWDA pursuant to PAGA, or a counsel's declaration that no response was received.

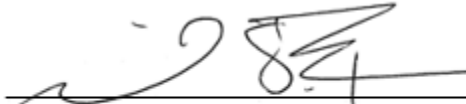
ECF No. 275.

Plaintiffs' Renewed Motion for Preliminary Approval, which is currently before the Court, does not include any of the above. Plaintiffs must comply with the Court's Order

Denying Plaintiffs' Motion for Preliminary Approval of Class, Collective, and PAGA Action Settlement and file a supplemental declaration(s) and supplemental exhibit(s) in support of their Renewed Motion no later than **September 9, 2026**.

IT IS SO ORDERED.

Dated: September 2, 2026



Honorable Michael S. Berg
United States Magistrate Judge

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Aggrieved Employees and the State of California*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CONRAD RELOJ, on behalf of all
others similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY INC. d/b/a
GEICO,

Defendant.

Case No. 3:21-cv-01751-L-MSB

**PLAINTIFF'S NOTICE OF
MOTION AND RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Location: Courtroom 2C

Honorable Magistrate Michael S. Berg

Action filed: October 8, 2021

Trial date: None set

1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 PLEASE TAKE NOTICE that on August 24, 2026, at 1:30 p.m. or as soon
4 thereafter as the matter may be heard before the Honorable Magistrate Michael S.
5 Berg, in Courtroom 2C, in the United States District Court for the Southern District
6 of California, located at 221 West Broadway, San Diego, CA 92101, Plaintiff Conrad
7 Reloj (“Plaintiff”) hereby moves for preliminary approval of the Class, Collective and
8 Private Attorneys General Act of 2004 Settlement Agreement and Release. A true and
9 correct copy of the Revised Settlement is attached as **Exhibit 1** to the Cottrell
10 Declaration.

11 Pursuant to the Revised Settlement, the Parties’ Settlement globally resolves all
12 of the claims in these actions on a class and collective basis and resolves the PAGA
13 claims in this action. In particular, Plaintiff moves for orders:

14 (1) Granting preliminary approval of the Settlement Agreement as to the
15 Class, the Collective, and the California Labor and Workforce Development Agency
16 and the aggrieved employees under the PAGA;

17 (2) Conditionally certifying the Class for settlement purposes;

18 (3) Appointing and approving Schneider Wallace Cottrell Kim LLP
19 (formerly known as Schneider Wallace Cottrell Konecky LLP) as Counsel for the
20 Class;

21 (4) Appointing and approving Plaintiff Conrad Reloj as Class
22 Representative;

23 (5) Appointing and approving the Settlement Administrator;

24 (6) Approving the Notice of Class and Collective Action Settlement (“Class
25 Notice”) (attached as **Exhibits A** to the Settlement Agreement);

26 (7) Authorizing the Settlement Administrator to send the Class Notice
27 pursuant to the Notice Process set forth in the Settlement;

28 (8) Approving the proposed Notice, Objection, and Exclusion processes set

forth in the Settlement, with the below deadlines.

DESCRIPTION	DEADLINE
Deadline for Defendant to pay the Gross Settlement Amount in the QSF	Within 30 calendar days after Final Approval Order
Deadline for Defendant to provide with the Class List	Within 30 calendar days after the Court's preliminary approval of the Settlement
Deadline to mail the Notice of Settlement to Class Members	Within 20 business days after Administrator receives the Class List
Deadline for State Class Members to postmark requests to opt-out or file objections to the Settlement ("Notice Deadline")	35 days after Notice of Settlement are initially mailed
Deadline for filing Motion for Fees, Costs Motion	21 days before the Notice Deadline
Deadline for filing of Final Approval Motion	14 Court days after the Notice Deadline
Final Approval Hearing	No earlier than 30 days after the Notice Deadline

(9) Setting a final approval and fairness hearing at least 30 days after the Notice Deadline.

Plaintiff brings this Motion pursuant to Fed. R. Civ. P. 23(e) and long-established precedent requiring Court approval for Fair Labor Standards Act settlements.¹ The Motion is based on this notice, the following Memorandum of Points and Authorities, the Declaration of Carolyn H. Cottrell, the Declaration of Conrad Reloj, Declaration of Ryan Bonner, and all other records, pleadings, and papers on file in the consolidated and related actions and such other evidence or

¹ See, e.g., *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982); *Dunn v. Teachers Ins. & Annuity Ass'n of Am.*, No. 13-CV-05456-HSG, 2016 WL 153266, at *3 (N.D. Cal. Jan. 13, 2016); *Otey v. CrowdFlower, Inc.*, No. 12-CV-05524-JST, 2015 WL 6091741, at *4 (N.D. Cal. Oct. 16, 2015).

1 argument as may be presented to the Court at the hearing on this Motion. Plaintiff
2 also submits a Proposed Order Granting Preliminary Approval of Class, Collective,
3 and PAGA Action Settlement with Plaintiff's moving papers.

4 Date: July 8, 2026

Respectfully submitted,

5 /s/ Carolyn H. Cottrell

6 Carolyn H. Cottrell (SBN 166977)

7 Ori Edelstein (SBN 268145)

8 Esther Bylsma (SBN 264208)

9 Robert E. Morelli, III (SBN 363123)

SCHNEIDER WALLACE

COTTRELL KIM LLP

10
11 *Attorneys for Plaintiff, the Collective, the*
12 *Putative Class, Aggrieved Employees and the*
13 *State of California*
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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document with the Clerk of the Court for the United States District Court, Southern District of California, by using the Court's CM/ECF system on July 8, 2026. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the Court's CM/ECF system.

Dated: July 8, 2026

/s/ Carolyn H. Cottrell
Carolyn H. Cottrell

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CONRAD RELOJ, on behalf of all
others similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY INC. d/b/a
GEICO,

Defendant.

Case No. 3:21-cv-01751-L-MSB

**PLAINTIFF'S MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

Date: August 24, 2026

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Action filed: October 8, 2021

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1 **I. INTRODUCTION**

2 After more than three years of intensive litigation, the Parties have reached a
3 global settlement of this class, collective, and PAGA Action¹ (“the Action”). Plaintiff
4 now renews his motion preliminary approval of the Revised Settlement and other
5 appropriate measures consistent with the Revised Settlement.

6 This Action alleges that Defendant violated state and federal wage and hour
7 laws by underpaying wages and failing to provide compliant meal and rest periods to
8 Defendant’s current and former non-exempt employees who provide insurance
9 adjustment services throughout California. Plaintiff brings this case on behalf of a
10 class and collective comprising approximately 892 employees, as well as on behalf
11 of the California Labor Commissioner, under PAGA.

12 The Settlement was reached after extensive fact and expert discovery in the
13 Action. This discovery allowed counsel to thoroughly analyze both damages and
14 potential claims and defenses. The Settlement was achieved only after extensive
15 arms-length bargaining, including four separate mediations with highly-regarded
16 mediators.

17 The Settlement fully resolves the claims, securing an excellent benefit for class
18 members. The non-reversionary \$8,500,000 gross settlement amount represents an
19 exceptional recovery for the Class, Collective, and Aggrieved Employees for claims
20 unlikely to have been prosecuted as individual actions. The Settlement is an efficient
21 outcome in the face of expanding and uncertain litigation.

22 As the Settlement brings a fair, reasonable, and adequate resolution to this
23 action, Plaintiff now moves for an Order:

24 (1) conditionally certifying the class for settlement purposes and appointing
25

26 ¹ The PAGA action was previously pending in Alameda County Superior Court, Case
27 No. 21CV003563, and was added to this action via the First Amended Complaint filed
28 January 31, 2025. ECF 269. The action in Alameda County Superior Court remains
pending while the parties pursue approval of the Revised Settlement.

- 1 Conrad Reloj as class representative and SWCK as Class Counsel;
- 2 (2) preliminarily approving the Settlement under Rule 23;
- 3 (3) approving the Settlement under the Fair Labor Standards Act;
- 4 (4) approving the Settlement under PAGA;
- 5 (5) approving and ordering Notice consistent with the process set forth in the
- 6 Settlement; and
- 7 (6) setting a final approval hearing.

8 This renewed motion addresses the concerns identified in the Court's prior
9 Order Denying Preliminary Approval. Specifically: (1) the Settlement's allocation
10 methodology was clarified and is supported by a reasoned explanation tied to
11 differences in claim value and litigation risk; (2) the scope of the releases has been
12 narrowed to claims arising from the factual predicate of the Operative Complaint,
13 eliminating reliance on superseded pleadings or external documents; (3) the PAGA
14 release was revised to reflect that it is made by Plaintiff on behalf of the State of
15 California and is limited to claims for civil penalties, without releasing individual
16 damages claims, and is limited to the factual predicate of the case; and (4) the
17 procedural provisions have been revised to ensure compliance with Rule 23 the
18 FLSA, and the Court's orders, including removal of any opt-in mechanisms based on
19 check negotiation and eliminating the provision allowing modification of the
20 settlement without court approval. These revisions address the Court's concerns and
21 support preliminary approval under Rule 23(e).

22 **II. BACKGROUND**

23 **A. Facts**

24 Defendant provides vehicle insurance, property insurance, and business
25 insurance. First Am. Compl, ECF No. 269, at ¶ 22. Defendant operates in all fifty
26 states, including California. *See id. at* ¶ 19. Plaintiff and Class and Collective
27 Members ("Adjusters") are current or former insurance adjusters in California. *Id. at*
28 ¶ 23. The duties of Adjusters, including Plaintiff, include but are not limited to

1 processing insurance claims, calling customers, inspecting vehicles for collision and
2 comprehensive damages, maintaining and managing accurate funds for the issuance
3 of claim payments, submitting reports online in real time, and driving to customer
4 homes or working in auto body shops to assess vehicle damage. *Id.*

5 Adjusters are scheduled to work approximately seven hours and 45 minutes per
6 day, five days a week, for a total of approximately 38.75 hours per week. *Id.* at ¶ 25.
7 Plaintiff alleges that Defendant regularly requires Adjusters to work additional hours
8 beyond this scheduled time while off-the-clock and without receiving compensation,
9 performing duties including handling claims, fielding customer calls, and calling
10 repair shops. *Id.* at ¶¶ 25-27. Plaintiff alleges that Defendant discourages Adjusters
11 from reporting this off-the-clock time through a scheme of productivity metrics and
12 evaluations, under which reporting this additional time can lead to write-ups,
13 probation, and denials of pay increases and promotion opportunities. *Id.*

14 Additionally, Plaintiff alleges that Defendant routinely: denied Adjusters timely
15 and compliant off-duty meal and rest periods; manipulated Adjusters' timecards to
16 make it appear they took requisite breaks; denied Adjusters uninterrupted rest periods;
17 failed to provide Adjusters with accurate wage statements; and failed to pay Adjusters
18 all wages owed at the end of their employment. *See generally* ECF No. 269.

19 As a result of these violations, Plaintiff alleges that Defendant systematically
20 violates the FLSA and California labor laws. Defendant denies these allegations and
21 denies that Plaintiff's allegations are appropriate for class/collective and/or
22 representative treatment for any purpose other than for settlement purposes.

23 **B. Procedural History**

24 **1. The Federal Action**

25 On October 8, 2021, Plaintiff Conrad Relej filed this class and collective action
26 on behalf of himself and current and former non-exempt, hourly employees of
27 Defendant who work or worked for GEICO as Auto Claim and/or Damage
28 Adjusters, including similar roles with different titles (collectively "Adjusters"),

1 in California, asserting claims under the California Labor Code and the Fair Labor
2 Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”). *See generally* ECF No. 1. The
3 Federal Action asserts claims for: (1) failure to pay minimum and overtime wages in
4 violation of the FLSA; (2) failure to pay for all hours worked in violation of Labor
5 Code §§ 204 and 1194; (3) failure to pay minimum wage in violation of Labor Code
6 §§ 1182.11, 1182.12, 1194, and 1197; (3) failure to pay overtime wages in violation
7 of Labor Code § 510; (4) failure to provide meal and rest breaks in violation of Labor
8 Code §§ 226.7 and 512; (5) failure to provide accurate itemized wage statements in
9 violation of Labor Code § 226; and (6) failure to timely pay final wages and waiting
10 time penalties in violation of Labor Code §§ 201, 202 and 203; (7) unlawful business
11 practices in violation of Business & Professions Code §§ 17200 *et seq.* *Id.* Defendant
12 filed its Answer on November 12, 2021, denying Plaintiff’s allegations. Declaration
13 of Carolyn H. Cottrell (“Cottrell Decl.”) at ¶ 9. The Parties then engaged in pre-
14 conditional certification where thousands of pages of documents and data were
15 exchanged. Cottrell Decl. at ¶ 10.

16 Plaintiff also interviewed numerous and Collective Members, which covered
17 topics including dates and locations of work, hours of work, pre-shift and post-shift
18 off-the-clock work, and meal and rest breaks. *Id.* at ¶ 11. Through this process,
19 Plaintiff garnered substantial factual background regarding the alleged violations,
20 which Plaintiff’s counsel utilized to build their case and to assess Defendant’s
21 potential exposure in this action. *Id.*

22 On June 6, 2022, Plaintiff filed a Motion to Conditionally Certify the
23 Collective, which he amended on June 15, 2022. ECF No. 46, 50. Defendant filed its
24 response on July 15, 2022. ECF No. 63. On March 31, 2023, this Court granted
25 Plaintiff’s Motion and certified the collective. ECF No. 101.

26 The Parties then engaged in substantial discovery and motion practice. Each
27 side served written discovery, and a large volume of documents was produced.
28 Defendant alone produced over a terabyte of data, including but not limited to its

1 policies, job descriptions, personnel records, written complaints, and tens of thousands
2 of pages of data, emails, and time and payroll records. Cottrell Decl. at ¶ 13.

3 Both parties deposed fact and expert witnesses, including twenty-eight (28) opt
4 in Plaintiffs. *Id.* at ¶ 14. Each side also retained experts, submitted expert reports,
5 deposed the other's expert, and filed *Daubert* motions. *Id.* at ¶ 15. Plaintiff also moved
6 for Fed. R. Civ. P. 23 class certification, which was fully briefed as of July 22, 2024.
7 See ECF No. 239.

8 **2. PAGA Action.**

9 Plaintiff Reloj filed a separate action against Defendant on December 6, 2021,
10 in the Superior Court of California, County of Alameda, to assert claims for penalties
11 under California Private Attorneys General Act ("PAGA"), Labor Code §§ 2698 *et*
12 *seq.*, arising from Defendant's violations of the California Labor Code. *Reloj v.*
13 *Government Employees Insurance Company Inc., et al.*, Superior Court of California,
14 County of Alameda, Case Number 21CV003563. Cottrell Decl. at ¶ 17, Defendant
15 filed its Answer on January 18, 2022, denying Plaintiff's allegations. *Id.*

16 On or about June 1, 2022, Hon. Katherine Bacal granted the Parties' Stipulation
17 to Coordinate Actions and Add-On Case. Cottrell Decl. at ¶ 18. This order coordinated
18 the PAGA Action with other wage and hour cases against GEICO, in the Superior
19 Court of California for the County of San Diego, matter no. JCCP5221 ('the "GEICO
20 Wage and Hour Cases"). *Id.*

21 The Parties substantially litigated the PAGA action. Plaintiff served written
22 discovery on Defendant and noticed several depositions of supervisors/managers of
23 aggrieved employees, in addition to a PMK deposition. Cottrell Decl. at ¶ 19. Plaintiff
24 retained David Breshears and Laura Steiner as experts in the PAGA action. *Id.* Mr.
25 Breshears processed Atlas and CCC data (internal data reflecting work performed by
26 Adjusters) to identify off-the-clock work. *Id.* Ms. Steiner was prepared to provide
27 expert witness opinion, evidence, and testimony, and to rebut any opinions, regarding
28 survey evidence concerning work performed during meal and rest breaks and other

1 off-the-clock work, including the conduct, methodology, results, and implications of
2 the survey, the estimated incidence of work off-the-clock, including during meal and
3 rest periods, and other related issues. Cottrell. *Id.*

4 Trial in the GEICO Wage and Hour Cases was set for November 8, 2024. *Id.* at
5 ¶ 20. At the time of settlement, Plaintiff's counsel had already begun their preliminary
6 trial preparations. *Id.*

7 **3. Global Settlement**

8 Despite vigorously litigating the Action, the Parties nonetheless remained open
9 to a pretrial resolution. Defendant provided class-wide figures, including the total
10 number of putative Class and Collective Members and associated workweeks and pay
11 periods, hourly rates, and additional data points to enable Plaintiff's counsel to
12 evaluate damages on a Class and Collective basis to further these discussions. Cottrell
13 Decl. at ¶ 21. On September 16, 2024, the Parties participated in a **fourth** mediation.
14 Cottrell Decl. at ¶ 23. The Parties accepted a mediator's proposal to settle both the
15 Federal Action and the PAGA Action several days later. *Id.*

16 The Parties negotiated the detailed terms of the long-form settlement over the
17 next several months, executed a binding Memorandum of Understanding on February
18 3, 2025, and executed the finalized long-form revised settlement agreement, on April
19 29, 2026. *Id.* at ¶ 24. The other GEICO Wage and Hour cases, except for the Reloj
20 PAGA Action, resolved via a separate PAGA-only settlement also reached through
21 the mediation on September 16, 2024, and approved on February 7, 2025. *Id.* at ¶ 23.

22 On or about January 15, 2025, Hon. Katherine Bacal granted the Parties'
23 Stipulation to remove the Reloj PAGA Action from the GEICO Wage and Hour
24 Cases. *Id.* at ¶ 25. The Complaint in the instant action was amended on January 31,
25 2025 to include the claims from the PAGA Action. ECF No. 269; *Id.* Consequently,
26 the Settlement will resolve both the Federal Action and the PAGA Action. *Id.*

27 / / /

28 / / /

1 **III. TERMS OF THE SETTLEMENT**

2 **A. Non-Reversionary, Common Fund Allocations.**

3 Defendant has agreed to pay a non-reversionary Gross Settlement Amount of
4 \$8,500,000 to settle all aspects of this Action. Settlement, ¶¶ 2(r), 17-19. Defendant
5 will pay \$8,500,000 into an interest-bearing Qualified Settlement Fund (“QSF”) thirty
6 (30) days following final approval of the Settlement. *Id.*, ¶ 29. Within thirty (30) days
7 of the Effective Date, the Settlement Administrator will distribute all funds from the
8 Qualified Settlement Fund. *Id.*, ¶ 40.

9 The Net Settlement Amount, which is the amount available to pay settlement
10 awards to the Class Members, is defined as the Gross Settlement Amount less: the
11 payments to the LWDA and to the aggrieved employees for their share of PAGA
12 penalties (\$127,500.00)²; any enhancement payments awarded to the Class
13 Representative (up to \$20,000.00 for Plaintiff Reloj); Class Counsel’s costs (estimated
14 not to exceed \$50,000); opt-in deponent enhancement payments of \$2,000.00 each to
15 deposed plaintiffs who elect to execute a general release (up to \$56,000.00 total,
16 assuming 28 such plaintiffs); the Settlement Administrator’s costs; and any attorneys’
17 fees and costs awarded to Plaintiff’s counsel (fees of up to \$2,833,333.33, 1/3 of the
18 Gross Settlement Amount, plus costs not found to be unreasonable by the Court). *Id.*,
19 ¶ 2(s). The Net Settlement Amount to Participating Individuals, plus the Net PAGA
20 Amount allocated to the aggrieved employees, is currently estimated to be at least
21 approximately \$ 4,570,041.67. *Id.*, ¶¶ 2(s), 2(r) and 2(t).

22 **B. Class and Collective Definitions.**

23 Settlement “Class Members” are “all current and former non-exempt hourly
24 employees of Defendant working in a Covered Position throughout the State of
25 California between October 8, 2018 and Preliminary Approval (“Class Period”) who
26

27 ² The Settlement Administrator shall pay 75%, or \$95,625, of this amount to the
28 LWDA, and 25%, or \$31,875, the “Net PAGA Amount,” to
the Aggrieved Employees on a pro rata basis. Settlement, ¶¶ 2(v), 30(c), 34(b).

do not opt out and did not release all claims referenced in the Class Release herein by the date of Preliminary Approval.” *Id.* at ¶ 2(c). Covered Positions are “Auto Claim and/or Damage Adjusters (including individuals who adjust auto damage claims, including inspecting vehicles, preparing the initial estimate and any supplements, evaluating GEICO’s portion of liability, and settling negotiating and paying the claim) who work in California.” *Id.* at ¶ 2(h). A complete list of covered positions is included in the Settlement. *Id.* Defendant represents that as of May 31, 2024, there were approximately 859 Class Members. *Id.* at ¶ 2(b).

Collective Members or “Opt-in Plaintiffs” are “persons who opted in to the collective for violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”) in the Federal Action before the cutoff date, which was conditionally certified on March 30, 2023, and have not withdrawn their consent. *Id.* at ¶ 2(g). There are presently 249 Collective Members.

“Aggrieved Employees” are all current or former non-exempt, hourly employees who work, or have worked, for Defendant in a Covered Position between October 2, 2019 and Preliminary Approval (“PAGA Period”). *Id.* at ¶ 2(b). Defendant represents that as of February 25, 2025, there were approximately 835 Aggrieved Employees. *Id.* at ¶ 2(b).

Together, Class Members who do not opt out and Collective Members are “Participating Individuals.” *Id.* at ¶ 2(w). Participating Individuals will be bound by and eligible to share in the Settlement. *Id.* at ¶¶ 2(r), 18, 32, 33, 37.

C. Allocation and Awards.

The entire Net Settlement Amount will be distributed to Participating Individuals on a *pro rata* workweek and/or pay period basis. The Net PAGA Amount will be distributed separately to Aggrieved Employees in accordance with the PAGA allocation. Settlement, ¶¶ 32-34.

The Net PAGA Amount will be distributed on a pro-rata basis. Any Aggrieved Employee shall be eligible to receive a *pro rata* portion of the Net PAGA Amount

1 based on his or her pay periods employed by Defendant in California during the time
2 period between October 2, 2019 and the date of Preliminary Approval of the
3 Settlement. *Id.* at ¶ 34(b)(i).

4 Class Members shall receive a *pro rata* portion of the Net Settlement Amount
5 according to the following formula:

- 6 i. One (1) share of the Net Settlement Amount for each week during
7 which the Participating Individual performed work for Defendant in the
8 state of California between October 8, 2018 and Preliminary Approval.
- 9 ii. One (1) additional share of the Net Settlement Amount for each week
10 during which the Participating Individual performed work for
11 Defendant in the state of California between October 8, 2020 and
12 Preliminary Approval.
- 13 iii. A flat seven (7) additional shares of the Net Settlement Amount Any
14 Participating Individual whose employment with GEICO terminated
15 between October 8, 2018 and Preliminary Approval.

16 *Id.* at ¶ 34. The total number of settlement shares for all Participating Individuals will
17 be added together and the resulting sum will be divided into the Net Settlement
18 Amount to reach a per share dollar figure. That figure will then be multiplied by each
19 Participating Individual's number of settlement shares to determine the Participating
20 Individual's *pro rata* portion of the Net Settlement Amount. *Id.*

21 For tax purposes, payments from the Net PAGA Amount will be counted as
22 penalties. The remainder of each Settlement Award will be allocated twenty-five
23 percent (25%) as wages, and seventy-five percent (75) as penalties and interest. *Id.* at
24 ¶ 37. Participating Individuals shall be issued an IRS Form W-2 for the portions of the
25 Settlement Awards that are allocated to wages, and IRS Form 1099 for the portions of
26 the Settlement Awards that are allocated to penalties and interest. *Id.* Settlement
27 Awards will be paid out to Participating Individuals subject to reduction for all
28 employee's share of withholdings and taxes associated with the wage-portion of the

1 Settlement Awards. *Id.* Defendant will pay the employer’s share of all required FICA
2 and FUTA taxes on the wage portions of the Settlement Awards. *Id.*

3 Class Members shall have thirty-five (35) days to opt out or object to the
4 settlement, in writing. *Id.*, ¶¶ 2(u), 23-24. Class Members may also dispute the
5 workweeks used to calculate their Settlement Award payments by the Notice
6 Deadline. *Id.*, ¶¶ 2(u), 22.

7 Any funds from checks that are returned as undeliverable or are not negotiated
8 within 180 calendar days after issuance will either be redistributed to those
9 participating Class Members or be delivered to a mutually agreeable *cy pres*
10 beneficiary. *Id.* ¶ 42.

11 **D. Scope of Releases.**

12 Upon final approval, all Class Members who do not timely opt out shall release
13 Defendant and the Releasees³ from any and all non-FLSA claims that were alleged
14 or could have been alleged in the Operative Complaint based on the factual allegations
15 contained therein, arising during the period from October 8, 2018 through the date of
16 Preliminary Approval (“Class Period”).

17 The released claims are limited to claims arising under California law that share
18 the same factual predicate as the Operative Complaint, including: (1) failure to pay
19 minimum wages; (2) failure to pay overtime wages; (3) failure to provide compliant
20 meal periods; (4) failure to provide compliant rest periods; (5) failure to maintain
21 accurate employment records; (6) failure to timely pay wages during employment; (7)
22 failure to timely pay wages upon separation; (8) failure to reimburse necessary
23

24 ³ “Releasees” or “Released Parties” means Defendant and its present and former
25 parent companies, subsidiaries, affiliated companies or entities, and any of their
26 shareholders, affiliates, and owners, members, joint employers, representatives,
27 officers, directors, employees, agents, attorneys, insurers, predecessors, successors,
28 and assigns, as well as any individual or entity that could be liable for any of the
Released Claims. Settlement at ¶2(y).

1 business expenses; and (9) failure to provide accurate wage statements, in each case
2 under the California Labor Code and applicable IWC Wage Orders. This release is
3 expressly limited to claims arising from the facts alleged in the Operative Complaint
4 and does not extend to claims based on facts not alleged therein.

5 Opt-In Plaintiffs who do not request exclusion shall release the Releasees from
6 claims under the Fair Labor Standards Act, 29 U.S.C. §§ 206, 207, and 211, that were
7 alleged or could have been alleged in the Operative Complaint based on the factual
8 allegations therein, arising during the Class Period.

9 Upon final approval, Plaintiff, acting in his representative capacity on behalf of
10 the State of California and the LWDA, shall release, on behalf of the LDWA, claims
11 for civil penalties under PAGA that were alleged in the Operative Complaint and arise
12 from the same factual predicate during the PAGA Period.

13 This PAGA release is limited to claims for civil penalties recoverable on behalf
14 of the LWDA and does not release or extinguish any individual claims for damages
15 held by Class Members or other Aggrieved Employees.

16 Named Plaintiff Conrad Reloj, in consideration for the service award, shall
17 execute a general release of all known and unknown claims, including a waiver of
18 California Civil Code § 1542. Settlement at ¶19. No other Class Member shall be
19 required to provide a general release as a condition of participating in the Settlement.
20 *Id* at ¶20.

21 **E. Settlement Administration.**

22 The Parties shall agree to a settlement administrator to administer the
23 Settlement. *Id.*, ¶ 2(bb). The administrator will distribute the Notice of Settlement via
24 mail, calculate individual settlement payments, calculate all applicable payroll taxes,
25 withholdings and deductions, and prepare and issue all disbursements to Class
26 Members, the LWDA, Plaintiff Reloj, Plaintiff's counsel, and applicable state, and
27 federal tax authorities. *Id.*, ¶¶ 21(b)-(h), 38. The Administrator will establish a
28 settlement website that will allow Class Members to view the Class Notices (in generic

1 form), the Settlement Agreement, and all papers filed by Class Counsel to obtain
2 preliminary and final approval of the Settlement. *Id.*, ¶ 21(b). The Administrator will
3 also establish a toll-free call center for telephone inquiries from Class Members. *Id.*

4 **IV. THE COURT SHOULD CONDITIONALLY CERTIFY THE**
5 **CLASS**

6 A class may be certified under Rule 23(b)(3) if (1) the class be so numerous
7 that joinder of all members individually is “impracticable”; (2) questions of law or
8 fact be common to the class; (3) the claims or defenses of the class representative be
9 typical of the claims or defenses of the class; (4) the class representative and class
10 counsel be able to fairly and adequately protect the interests of all members of the
11 class; (5) common questions of law or fact predominate over any individual questions;
12 and (6) class treatment is superior to other available methods for fairly and efficiently
13 adjudicating the controversy. Fed. R. Civ. P. 23(a) & (b)(3). Applying this standard,
14 courts routinely certify classes of employees who have suffered wage-and-hour
15 violations under wage-and-hour laws.⁴ Here, the Class meets all of these requirements
16 and should be conditionally certified.

17 **A. The Class is Numerous and Ascertainable.**

18 While there is no exact numerical cut-off, courts have routinely found
19 numerosity satisfied with classes of at least forty members. *See, e.g., Ikonen v. Hartz*
20 *Mountain Corp.*, 122 F.R.D. 258, 262 (S.D. Cal. 1988); *Romero v. Producers Dairy*

21 ⁴ *See, e.g., Caudle v. Sprint/United Mgmt. Co.*, No. C 17-06874 WHA, 2018 WL
22 6618280, at *7 (N.D. Cal. Dec. 18, 2018) (certifying California Rule 23 class in a case
23 asserting policy-driven wage violations); *Kirkpatrick v. Ironwood Commc’ns, Inc.*,
24 No. C05-1428JLR, 2006 WL 2381797, at *14 (W.D. Wash. Aug. 16, 2006) (certifying
25 Washington Rule 23 class in a case involving off-the-clock, overtime, and meal break
26 violations under Washington law); *Chastain v. Cam*, No. 3:13-cv-01802-SI, 2016 U.S.
27 Dist. LEXIS 52092, at *29 (D. Or. Apr. 19, 2016) (certifying Oregon Rule 23 class
28 and denying FLSA decertification in a case asserting off-the-clock and unpaid meal
breaks); *Smith v. Family Video Movie Club, Inc.*, 311 F.R.D. 469, 483 (N.D. Ill. 2015)
(certifying Illinois Rule 23 class in a case asserting overtime pay rates failed to include
commission payments and off-the-clock for delivering bank deposits).

1 *Foods, Inc.*, 235 F.R.D. 474, 485 (E.D. Cal. 2006). At approximately 892 members,
2 the Class well exceeds this benchmark, and is large enough that joinder is
3 impracticable. Cottrell Decl., ¶ 38. The Class Members may be readily identified from
4 Defendant's payroll records. Cottrell Decl., ¶ 26.

5 **B. Plaintiff's Claims are Typical.**

6 "Under ... [Rule 23(a)(3)'s] permissive standards, a representative's claims are
7 'typical' if they are reasonably coextensive with those of absent class members; they
8 need not be substantially identical." *Hanlon, supra*, 150 F.3d at 1020. Plaintiff
9 possesses and asserts the same claims asserted on behalf of the Class, arising from
10 the same alleged illegal policies and practices that form the basis of the claims
11 asserted in this case. Depositions, interviews with Class Members, and review of
12 timekeeping and payroll data confirm that Class Members were subjected to the same
13 alleged illegal policies and practices to which Plaintiff was subjected. Cottrell Decl.,
14 ¶ 27. Thus, the typicality requirement is also satisfied.

15 **C. Plaintiff and Class Counsel Will Adequately Represent the Class.**

16 Rule 23(a)(4) is satisfied if Plaintiff demonstrates, "(1) that the putative named
17 plaintiff has the ability and the incentive to represent the claims of the class
18 vigorously; (2) that he or she has obtained adequate counsel, and (3) that there is no
19 conflict between the individual's claims and those asserted on behalf of the class."
20 *Fry v. Hayt, Hayt & Landau*, 198 F.R.D. 461 at 469 (E.D. Pa. 2000). Plaintiff's claims
21 are in line with the claims of the Class, and Plaintiff's claims are not antagonistic to
22 the claims of Class Members. *See generally*, First Amended Complaint, ECF 269;
23 Cottrell Decl., ¶ 28. Plaintiff has prosecuted this case vigorously for over three years
24 with the interests of the Class Members in mind. Moreover, Class Counsel possess
25 extensive experience in class action and employment litigation, including wage-and-
26 hour class actions, and do not have any conflict with the Class. *Id.*

27 **D. This Case Presents Common Questions of Law and Fact.**

28 The commonality requirement of Rule 23(a)(2) is met if there is at least one

1 common question or law or fact. *Wang v. Chinese Daily News, Inc.*, 737 F.3d 538,
2 544 (9th Cir. 2013). Plaintiff “need not show that every question in the case, or even
3 a preponderance of questions, is capable of classwide resolution.” *Id.* Here, the
4 common nucleus of policies, practices, and courses of conduct give rise to multiple
5 common questions of law and fact.

6 Plaintiff alleges that Class Members, Adjusters who work in California, have
7 substantially similar job duties to process and manage insurance claims in California.
8 First Amended Complaint., ECF 269, ¶ 45; Cottrell Decl., ¶ 29. Plaintiff alleges that
9 Class Members are subject to the same policies and practices concerning work
10 assignments and expectations, performance management, scheduling and
11 timekeeping, compensation policies and systems, and meals and rest breaks. First
12 Amended Complaint., ECF 269, ¶¶ 24-38; Cottrell Decl., ¶ 29. Plaintiff alleges that
13 these common policies, practices, and course of conduct “cause Plaintiff and the
14 California Class members to sustain the same or similar injuries and damages.” First
15 Amended Complaint., ECF 269, ¶ 53; Cottrell Decl., ¶ 29.

16 These common circumstances give rise to common questions of law and fact,
17 including: (a) whether Defendant fails to authorize and permit, make available, and/or
18 provide California Class members meal and rest periods to which they are entitled in
19 violation of the Labor Code and Wage Orders and in violation of Business and
20 Professions Code §§ 17200 et seq.; (b) whether Defendant fails to compensate Class
21 members for all hours worked, including minimum wages and overtime
22 compensation, in violation of the Labor Code and Wage Orders, and in violation of
23 Business and Professions Code §§ 17200 et seq.; (c) whether Defendant has a policy
24 and/or practice of requiring Class members to perform work off-the-clock and without
25 compensation; (d) whether Defendant fails to provide Class members with timely,
26 accurate itemized wage statements in violation of the Labor Code and Wage Orders;
27 (e) whether Defendant fails to pay Class members all wages due upon the end of their
28 employment in violation of the Labor Code and Wage Orders and in violation of

1 Business and Professions Code §§ 17200 et seq.; and (f) the proper formula for
2 calculating restitution, damages, and penalties owed to Plaintiff and the Class. *Id.*

3 **E. The Rule 23(b)(3) Requirements for Class Certification are Met.**

4 These common questions predominate over any individualized questions
5 concerning the Class. “The predominance analysis under Rule 23(b)(3) ... tests
6 whether proposed classes are sufficiently cohesive to warrant adjudication by
7 representation.” *Wang, supra*, 737 F.3d at 545 (internal quotations omitted). Here, the
8 Class is entirely cohesive because resolution of Plaintiff’s and Class Members’ claims
9 hinges on the uniform policies and practices of Defendant, rather than treatment the
10 Class Members experienced on an individual level. Cottrell Decl., ¶ 30. As a result,
11 the resolution of these alleged class claims would be achieved through the use of
12 common forms of proof, such as Defendant’s uniform policies, and would not require
13 inquiries specific to individual class members. *Id.*

14 Further, the class action mechanism is a superior method of adjudication
15 compared to a multitude of individual suits. *Id.*, ¶ 31. To determine whether the class
16 approach is superior, courts are to consider: (a) the class members’ interests in
17 individually controlling the prosecution or defense of separate actions; (b) the extent
18 and nature of any litigation concerning the controversy already begun by or against
19 class members; (c) the desirability or undesirability of concentrating the litigation of
20 the claims in the particular forum; and (d) the likely difficulties in managing a class
21 action. Fed. R. Civ. P. 23(b)(3)(A)-(D). Here, the Class Members do not have a strong
22 interest in controlling their individual claims. The action involves hundreds of workers
23 with very similar, but relatively small, claims for monetary injury. Cottrell Decl., ¶
24 31. If the Class Members proceeded on their claims as individuals, their many
25 individual suits would require duplicative discovery and duplicative litigation, and
26 each Class Member would have to personally participate in the litigation effort to an
27 extent that would never be required in a class proceeding. *Id.* Thus, the class action
28 mechanism would efficiently resolve numerous substantially identical claims at the

1 same time while avoiding a waste of judicial resources and eliminating the possibility
2 of conflicting decisions from repetitious litigation and arbitrations. *Id.* In addition,
3 principles of judicial economy and efficiency are well-served by concentrating this
4 litigation in this court and in a single proceeding, as Plaintiff has been litigating these
5 issues for approximately four (4) years before this Court, and the Court has already
6 conditionally certified the FLSA collective action.

7 The issues raised by the present case are much better handled collectively by
8 way of a settlement. Manageability is not a concern in the settlement
9 context. *Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 593 (1997). The Settlement
10 presented by the Parties provides finality, ensures that workers receive redress for
11 their relatively modest claims, and avoids clogging the legal system with numerous
12 identical cases. Accordingly, class treatment is efficient and warranted, and the Court
13 should conditionally certify the Class for settlement purposes.

14 **V. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED**
15 **BECAUSE IT IS FAIR, REASONABLE, AND ADEQUATE.**

16 A certified class action may only be settled with Court approval. *See* Fed. R.
17 Civ. P. 23(e). Approval of a class action settlement requires three steps: (1)
18 preliminary approval of the proposed settlement upon written motion; (2)
19 dissemination of notice of the settlement to all class members; and (3) a final
20 settlement approval hearing at which objecting class members may be heard and at
21 which evidence and argument concerning the fairness, adequacy, and reasonableness
22 of the settlement is presented. Manual for Complex Litigation, *Judicial Role in*
23 *Reviewing a Proposed Class Action Settlement*, § 21.61 (4th ed. 2004).

24 The decision to approve or reject a proposed settlement is committed to the
25 sound discretion of the court. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027
26 (9th Cir. 1998). There is “a strong judicial policy that favors settlements, particularly
27 where complex class action litigation is concerned.” *In re Syncor ERISA Litig.*, 516
28 F.3d 1095, 1101 (9th Cir. 2008).

1 In deciding whether to approve a proposed class or collective settlement, the
2 Court must find that the proposed settlement is “fair, reasonable, and adequate.” Fed.
3 R. Civ. P. 23(e)(2); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625
4 (9th Cir. 1982); *Otey*, 2015 WL 6091741, at *4. Before making such a finding, the
5 Court must consider whether (1) class representative and counsel have adequately
6 represented the class; (2) the proposal was negotiated at arm’s length; (3) the relief
7 provided for the class is adequate in light of (i) the costs, risks, and delay of trial and
8 appeal; (ii) the effectiveness of any proposed method of distributing relief to the class,
9 including the method of processing class-member claims; (iii) the terms of any
10 proposed award of attorney’s fees, including timing of payment; and (iv) any
11 agreement made in connection with the proposal; and (4) the proposal treats class
12 members equitably relative to each other. Fed. R. Civ. P. 23(e)(2); *see also In re*
13 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoted
14 source omitted) (enumerating additional non-exhaustive factors that are to be
15 considered for purposes of granting final approval of a class settlement). “While Rule
16 23(e) does not mandate that courts consider these same factors for purposes of
17 determining whether preliminary approval is warranted, doing so often proves useful
18 given the role these factors play in final approval determinations.” *Lusk v. Five Guys*
19 *Enters. LLC*, No. 1:17-cv-00762-AWI-EPG, 2022 U.S. Dist. LEXIS 12812, at *6
20 (E.D. Cal. Jan. 22, 2022).

21 Included in this analysis are considerations of: (1) the strength of the plaintiff’s
22 case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the
23 risk of maintaining class action status throughout the trial; (4) the amount offered in
24 settlement; (5) the extent of discovery completed and the stage of the proceedings; (6)
25 the experience and views of counsel; (7) the presence of a governmental participant;
26 and (8) the reaction of the class members to the proposed settlement. *Churchill*
27 *Village, LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (citing *Hanlon*, 150
28 F.3d at 1026). Courts apply a presumption of fairness “if the settlement is

1 recommended by class counsel after arm's-length bargaining.” *Wren v. RGIS*
2 *Inventory Specialists*, No. C-06-05778 JCS, 2011 WL 1230826, at *6 (N.D. Cal. Apr.
3 1, 2011). In light of these factors, the proposed settlement is fair, reasonable, and
4 adequate.

5 **A. The Settlement Provides Robust Monetary Relief to the Class.**

6 In evaluating the fairness of a proposed settlement, courts compare the
7 settlement amount with the estimated maximum damages recoverable in a successful
8 litigation. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000). Courts
9 routinely approve settlements that provide a fraction of the maximum potential
10 recovery. *See, e.g., Officers for Justice*, 688 F.2d at 623; *e.g. Andrews v. Prestige*
11 *Care, Inc.*, Case No. 2:18-cv-00378-JAM-KJN (Dkt. No. 24, Mar. 24, 2020; Dkt. No.
12 32, July 14, 2020) (Mendez, J.) (preliminarily and finally approving settlement
13 representing 17.54% to 69.74% of the realistic and maximum total damage
14 calculations); *Viceral v. Mistras Grp., Inc.*, Case No. 15-cv-2198-EMC, 2016 WL
15 5907869, at *7 (N.D. Cal. Oct. 11, 2016) (approving wage and hour settlement which
16 represented 8.1% of the total verdict value); *Stovall-Gusman v. W.W. Granger, Inc.*,
17 2015 WL 3776765, at *4 (N.D. Cal. June 17, 2015) (“10% gross and 7.3% net figures
18 are ‘within the range of reasonableness’”); *Ma v. Covidien Holding, Inc.*, 2014 WL
19 360196, at *4-5 (C.D. Cal. Jan. 31, 2014)(9.1% of “the total value of the action” is
20 within the range of reasonableness).

21 The non-reversionary Gross Settlement Amount of \$8,500,000 represents
22 approximately 65% of the total estimated unliquidated unpaid overtime damages, 70%
23 of the estimated meal and rest break damages, and 60% of the estimated PAGA
24 penalties (including derivative penalties) that Plaintiff’s counsel calculated, exclusive
25 of attorneys’ fees and costs. It represents approximately 20% of class damages
26 resulting from substantive claims, according to Class Counsel’s maximum exposure
27
28

1 analysis.⁵

2 Plaintiff's Counsel based their exposure analysis and settlement negotiations on
3 extensive formal and informal fact discovery (including payroll and timekeeping
4 data), as well as expert report prepared by the Employment Research Corporation in
5 anticipation of class certification and trial. Cottrell Decl., ¶ 33. Based on the
6 Employment Research Corporation's survey of over 138 respondents, Plaintiff's
7 counsel obtained average frequency and hours of off-the-clock work and missed or
8 non-compliant meal and rest periods. These figures were used in conjunction with
9 annual workweek counts and average rates of pay for Class Members, to estimate
10 damages for off-the-clock work (including both straight time and overtime) and
11 premiums for missed or non-compliant meal and rest breaks. *Id.*, ¶ 33. Based on these
12 inputs, Class Counsel assumed 1.25 hours of unpaid straight time and 1.8 hours of
13 unpaid overtime per week for a combined 3.05 hours of off-the-clock time per week,
14 and assumed that employees missed or received non-compliant meal periods on 50%
15 of days and missed or received non-compliant rest periods on 50% of days, resulting
16 in a meal or rest premium for every day of work. *Id.*, ¶ 33.

17 Using these assumptions and further assuming that Plaintiff and the Class
18 Members would certify all of their claims and prevail at trial, Plaintiff's counsel
19 calculated the total potential substantive exposure if Plaintiff fully prevailed on all of
20 his claims at approximately \$43,526,731 *Id.*, ¶ 34. These figures are based on
21 Plaintiff's assessment of a best-case-scenario. To obtain such a result at trial, Plaintiff
22 would have to, at the minimum: (1) certify all claims and withstand any decertification
23 motions; (2) prevail on the merits on all claims; (3) prove that Defendant acted
24 knowingly or in bad faith; and (4) prove that all Class Members experienced the
25 violations at the levels described above for every week. *Id.*

26
27 ⁵ This estimate excludes liquidated damages, derivative claims for waiting time
28 penalties and wages statements, and interest.

1 The reasonableness of the Settlement is further supported by the fact that it
2 provides an average recovery of approximately \$ 5,283.08 per Class Member.⁶ *Id.*, ¶
3 35. This amount provides significant compensation to the Participating Individuals,
4 and the Settlement provides an excellent recovery well within the reasonable standard
5 when considering the difficulty and risks presented by expanding and uncertain
6 litigation. *Id.* The final settlement amount takes into account the substantial risks
7 inherent in any class action wage-and hour case, as well as the procedural posture of
8 the Actions and the specific defenses asserted by Defendant, many of which are
9 unique to this case. *See Officers for Justice*, 688 F.2d at 623.

10 The allocation structure was also informed by Defendant's litigation positions
11 and defenses, which vary across time periods and claim types. These risks include
12 disputes regarding timekeeping practices, variability in employee experiences, and
13 defenses affecting earlier time periods. The Settlement's structure reflects these
14 litigation risks and appropriately discounts claims subject to greater uncertainty. In
15 light of all of the risks, the settlement amount is fair, reasonable, and adequate.

16 Additionally, the allocation methodology accounts for differences in the
17 relative strength and value of claims across the Class Period. The October 8, 2020
18 cutoff reflects the applicable statute of limitations period. Claims arising prior to that
19 date are subject to greater litigation risks because they fall outside the limitations
20 period, exposing them to potential time-bar defenses that would significantly diminish
21 their recoverability. Work performed after October 8, 2020 is therefore weighted more
22 heavily, as those claims are not subject to the same limitations exposure. As a result,
23 damages associated with the post-cutoff period are reasonably expected to be higher
24 and more readily recoverable. The allocation formula reflects these differences in risk
25 and recoverable damages and therefore treats Class Members equitably relative to one
26 another in accordance with Rule 23(e)(2)(D).

27 ⁶ The averages provided here assume all Class and Collective Members participate
28 in the Settlement. Cottrell Decl., ¶ 35.

B. The Settlement Establishes a Fair and Equitable Distribution of the Settlement Proceeds Tailored to the Respective Claims of the Class and Collective.

To ensure fairness, the Parties agreed to allocate the settlement proceeds amongst Class and Collective Members in a manner that recognizes that amount of time that the particular individual was employed by Defendant in the applicable limitations period. Consistent with the approach approved under Ninth Circuit precedent, the Settlement seeks to reimburse Class Members based on the extent of their injuries. *Khoja v. Orexigen Therapeutics*, No. 15-cv-00540-JLS-AGS, 2021 U.S. Dist. LEXIS 230105, at *24 (S.D. Cal. Nov. 30, 2021) (“A plan of allocation that reimburses class members based on the extent of their injuries is generally reasonable.”) (citing *In re Oracle Sec. Litig.*, No. C-90-0931-VRW, 1994 U.S. Dist. LEXIS 21593, 1994 WL 502054, at *1 (N.D. Cal. June 16, 1994)). The allocation method, which is based on the number of workweeks, will ensure that longer-tenured workers receive a greater recovery. Settlement, ¶ 36. The allocation formula also properly assigns additional weight to account for waiting time penalties for former employees under California Labor Code § 203, and wage statement penalties within a one-year statute of limitation, Cal. Lab. Code § 226.⁷ Settlement, ¶ 36. The allocation was made based on Class Counsel’s assessment to ensure that employees are compensated accordingly and in the most equitable manner. Cottrell Decl., ¶ 36.

The allocation formula also assigns additional weighting to work performed after October 8, 2020. This weighting reflects differences in the litigation risk and

⁷ *Falk v. Children's Hosp. L.A.*, 237 Cal. App. 4th 1454, 1469 (2015) (finding a one-year statute of limitation applied to wage statement claims that sought a penalty, rather than damages for injury). A court could find that a three-year statute of limitation applies to the extent the claims under Labor Code 226 seek damages for injuries resulting from non-compliant wage statements. Given the uncertainty of a ruling on this issue, the use of a one-year assumption is reasonable.

1 recoverability of those claims. Specifically, claims arising prior to October 8, 2020
2 may fall outside the applicable statute of limitations period (absent a finding of
3 willfulness), exposing them to time-bar defenses that significantly diminish their
4 value and recoverability. More practically, the COVID-19 had a significant impact on
5 claim volume during this time period. As such, class and collective members were
6 less likely to perform off-the-clock work during this time. Post-cutoff claims do not
7 carry that same exposure and are therefore weighted more heavily to reflect their
8 comparatively stronger litigation posture. As a result, damages attributable to work
9 performed after October 8, 2020 are reasonably expected to be higher and more likely
10 to be proven at trial while claims arising prior to October 8, 2020 are subject to greater
11 litigation risk, including statute of limitations issues and defenses asserted by
12 Defendant. The allocation formula reflects these differences in relative claim strength
13 and value, and therefore treats Class Members equitably relative to one another based
14 on the risks and recoverable damages associated with their Claims.

15 The treatment of the residual uncashed checks is also fair and reasonable. If the
16 total residual amount equals or exceeds \$95,000, the Administrator will make a second
17 distribution to those Participating Individuals who cashed their Settlement Award
18 check. Settlement, ¶ 42(b). If the residual is less than \$95,000, it will revert to the *cy*
19 *pres*. As *cy pres*, the parties have selected and propose Legal Aid at Work, which
20 provides legal services assisting low-income, working families and promotes better
21 understanding of the conditions, policies, and institutions that affect the well-being of
22 workers and their families and communities. Settlement, ¶ 42(a).⁸

23 The PAGA Penalties payment and distribution are also reasonable. The PAGA
24 Penalties payment of \$127,500 represents 1.5% of the gross settlement amount, well
25 within the range PAGA settlements and allocations previously approved in California
26

27 ⁸ In the interests of transparency, Plaintiff's Counsel discloses that Joshua Konecky,
28 a former named partner at SWCK, holds an unpaid board seat at Legal Aid at Work.

1 district courts. *See E.g., Ahmed v. Beverly Health & Rehab. Servs., Inc.*, 2018 U.S.
2 Dist. LEXIS 20460, 2018 WL 746393, at *10 (E.D. Cal. 2018) (approving PAGA
3 settlement of \$4,500, or 1% of the total settlement); *Schiller v. David's Bridal, Inc.*,
4 2012 U.S. Dist. LEXIS 80776, at *35-36 (E.D. Cal. 2012) (approving PAGA
5 settlement of \$7,500 or 0.14% of the total settlement); *Franco v. Ruiz Food Prods.,*
6 *Inc.*, 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801 at *14 (E.D. Cal. 2012)
7 (approving PAGA settlement of \$10,000, or 0.4% of total settlement); *Garcia v.*
8 *Gordon Trucking*, 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575 at *3 (E.D. Cal.
9 2012) (approving PAGA settlement of \$10,000 or 0.27% of the total
10 settlement). Indeed, the LWDA has stated it “is not aware of any existing case law
11 establishing a specific benchmark for PAGA settlements, either on their own terms or
12 in relation to the recovery on other claims in the action.” *Ramirez v. Benito Valley*
13 *Farms, LLC*, No. 16-CV-04708-LHK, 2017 U.S. Dist. LEXIS 137272, 2017 WL
14 3670794, at *3 (N.D. Cal. Aug. 25, 2017) (quoting from the LWDA response
15 in *O'Connor v. Uber Technologies Inc.*, 201 F.Supp.3d 1110 (N.D. Cal. 2016)). The
16 reasoning for this approach is multifaceted; however, one of the major concerns
17 regarding PAGA settlements is that PAGA penalties may be reduced at a court's
18 discretion. *See Gonzales v. CoreCivic of Tennessee, LLC*, 2018 WL 4388425, at *6-9
19 (E.D. Cal. Sept. 13, 2018) (“A trial court's discretion to reduce PAGA penalties might
20 be a reason to ultimately discount the value of PAGA claims, perhaps even
21 significantly, in reaching a settlement.”).

22 **C. The Extensive Discovery in this Action Enabled the Parties to Make**
23 **Informed Decisions Regarding Settlement.**

24 The amount of discovery completed prior to reaching a settlement is important
25 because it bears on whether the Parties and the Court have sufficient information
26 before them to assess the merits of the claims. *See, e.g., Lewis v. Starbucks Corp.*, No.
27 2:07-cv-00490-MCE-DAD, 2008 WL 4196690, at *6 (E.D. Cal. Sept. 11, 2008).
28 Informal discovery may also assist parties with “form[ing] a clear view of the

1 strengths and weaknesses of their cases.” *Monterrubio v. Best Buy Stores, L.P.*, 291
2 F.R.D. 443, 454 (E.D. Cal. 2013).

3 Here, the extent of discovery weighs strongly in favor of approving the
4 Settlement. The Settlement was reached as both cases were approaching trial. *See*
5 *supra*. The Parties engaged in extensive formal and informal discovery. *See supra*.
6 The well-developed factual record, extensive interviews, and robust expert analysis
7 enabled Plaintiff’s Counsel to assess the claims and potential defenses in both the class
8 and PAGA actions, as well as the legal and factual issues that would arise if the cases
9 proceeded to trial. Cottell Decl. at ¶¶ 10-16. Plaintiff’s Counsel’s liability and
10 damages evaluations were premised on a careful and extensive analysis of the effects
11 of Defendant’s compensation policies and practices on Class Members’ pay. *Id.*, at ¶
12 22. Ultimately, facilitated by mediators Lisa Klerman, Stephen Marcus, Hon. Michael
13 Marcus (Ret.), and Hunter Hughes the Parties used this information and discovery to
14 fairly resolve the litigation. *Id.*, at ¶ 22.

15 **D. Litigating the Action Would Delay Recovery, and Would be**
16 **Expensive, Time Consuming, and Risky.**

17 The monetary value of the proposed Settlement represents a fair compromise
18 given the risks and uncertainties posed by continued litigation. *Id.*, ¶¶ 32-37.

19 Litigating the class, representative, and collective action claims would likely
20 require a trial of at least two weeks, including the presentation of percipient and expert
21 witnesses, the consideration, preparation, and presentation of voluminous
22 documentary evidence and expert reports, and the preparation of and argument of
23 multiple motions *in limine*. Moreover, while the parties have stipulated to resolve the
24 PAGA claims through this Settlement, trial of those claims would likely require a
25 separate trial in state court, where the claims had been pending. Additional depositions
26 and expert discovery remain to be completed in the PAGA Action. All told, Plaintiff’s
27 Counsel estimates that trial of the class, representative, and collective actions (which
28 Defendant would vigorously oppose if this Settlement Agreement were not approved),

1 would add more than \$1,000,000 in fees and costs.

2 Further litigation would entail substantial risks and would not guarantee a better
3 result. At the time of the parties' successful mediation, Plaintiffs' motion for class
4 certification and Defendant's motion to decertify the collective action were fully
5 briefed and awaiting resolution.⁹ While Plaintiff is confident this case merits
6 certification, Defendant has argued vigorously to the contrary. In addition, at trial
7 Plaintiff would also encounter challenges in proving Defendant's liability on the
8 merits for various other reasons. Based on Defendant's contentions in its motion to
9 decertify the collective and its opposition to Plaintiff's motion for class certification,
10 Defendant would doubtless dispute each of the claims on the merits. Plaintiff would
11 further likely need to defend against motions for summary judgment, and, if
12 successful, a motion for judgment as a matter of law, as well as potential appeals.

13 Further, establishing liability does not guarantee a recovery of the maximum
14 exposure amount. Plaintiff's damages analysis assumed that Class members worked
15 over 3 hours off-the-clock per week and experienced a meal or rest break violation
16 every day. It is, however, possible that the jury could find lower rates of off-the-clock
17 work and meal and rest break violations. In addition, Defendant would likely argue
18 that section 260 of the FLSA excuses it from paying liquidated damages under the
19 FLSA. 29 U.S.C. 260 ("if the employer shows to the satisfaction of the court that the

20
21 ⁹ See, e.g., *In re AutoZone, Inc., Wage & Hour Emp't Practices Litig.*, 289 F.R.D. 526,
22 539 (N.D. Cal. 2012), *aff'd*, No. 17-17533, 2019 WL 4898684 (9th Cir. Oct. 4,
23 2019); *Kilbourne v. Coca-Cola Co.*, No. 14CV984-MMA BGS, 2015 WL 5117080,
24 at *14 (S.D. Cal. July 29, 2015); *York v. Starbucks Corp.*, No. CV 08-07919 GAF
25 PJWX, 2011 WL 8199987, at *30 (C.D. Cal. Nov. 23, 2011); *Forrester v. Roth's I.*
26 *G. A. Foodliner, Inc.*, 475 F.Supp. 630, 634 (D Or 1979) (employees maybe estopped
27 from "off-the-clock" claims when they have deliberately underreported their hours
28 and/or routinely signed payroll records, certifying them to be true and
accurate); *Hawkins v. Securitas Sec. Servs. USA, Inc.*, 280 F.R.D. 388, 392 (N.D. Ill.
2011) (certifying Illinois Rule 23 subclass asserting off-the-clock work performed
during training and orientation but denying certification of subclass asserting off-the-
clock work performed pre- and post- shift).

1 act or omission giving rise to such action was in good faith and that he had reasonable
2 grounds for believing that his act or omission was not a violation of the [FLSA], the
3 court may, in its sound discretion, award no liquidated damages or award any amount
4 thereof.”). With respect to the PAGA, Plaintiffs’ exposure analysis assumes stacking;
5 however, there is a chance that the Court would decline to stack on derivative
6 violations for an employer that maintains comprehensive, facially compliant policies
7 and trainings.¹⁰ Moreover, Defendant would likely argue that the Court should
8 exercise discretion to cut PAGA penalties substantially. *Gonzales v. CoreCivic of*
9 *Tennessee, LLC*, 2018 WL 4388425, at *6-9 (E.D. Cal. Sept. 13, 2018) (“A trial
10 court’s discretion to reduce PAGA penalties might be a reason to ultimately discount
11 the value of PAGA claims, perhaps even significantly, in reaching a settlement.)

12 In contrast to litigating this suit, resolving this case by means of the Settlement
13 will yield a prompt, certain, and very substantial recovery for the Class Members.
14 Such a result will benefit the Parties and the court system. It will bring finality to over
15 three years of arduous litigation and will foreclose the possibility of expanding
16 litigation.

17 **E. The Settlement is the Product of Informed, Non-collusive, and Arm’s**
18 **Length Negotiations Between Experienced Counsel.**

19 Courts routinely presume a settlement is fair where it is reached through arm’s-
20 length bargaining. *See Hanlon, supra*, 150 F.3d at 1027; *Wren, supra*, 2011 WL

21 ¹⁰ *Smith v. Lux Retail N. Am., Inc.*, No. C 13-01579 WHA, 2013 U.S. Dist. LEXIS
22 83562, at *9 (N.D. Cal. June 13, 2013) (“For the single mistake of failing to include
23 commissions in the overtime base, plaintiff has asserted five (count them, five)
24 separate labor code violations that could lead to statutory penalties. One is a penalty
25 for failure to pay overtime at the appropriate rate []. Another is for denying employees
26 minimum wage and overtime []. But is it plausible that we would really pile one
27 penalty on another for a single substantive wrong?”). Even without stacking derivative
28 violations, a given employee may present multiple PAGA violations (*e.g.*, for meal
and rest violations, off-the-clock work, and failure to reimburse) for a particular pay
period. There is a chance that the Court would decline to assess multiple violations
per pay period per employee.

1 1230826, at *14. This presumption is strengthened when counsel are well-qualified
2 to represent the proposed class and collective, based on their extensive class and
3 collective action experience and familiarity with the strengths and weaknesses of the
4 action. *Wren*, at *10; *Carter v. Anderson Merchandisers, LP*, No. EDCV 08-0025-
5 VAP OPX, 2010 WL 1946784, at *8 (C.D. Cal. May 11, 2010) (“Counsel’s opinion
6 is accorded considerable weight.”).

7 Here, the settlement was a product of non-collusive, arm’s-length negotiations.
8 The Parties participated in four separate mediation sessions before skilled mediators
9 with many years of experience mediating employment matters. Cottrell Decl., ¶ 23
10 The Parties then spent several months negotiating the long form settlement agreement
11 over numerous drafts. *Id.*, at ¶ 24. Plaintiff is represented by experienced and
12 respected litigators of representative wage-and-hour actions, and these attorneys feel
13 strongly that the proposed Settlement achieves an excellent result for the Class
14 Members. *Id.*, ¶ 40.

15 **F. The Service Awards are Reasonable, and the Class Representative**
16 **Have Adequately Represented the Classes.**

17 Named plaintiff in class action litigation are eligible for reasonable service
18 awards. *See Staton v. Boeing Co.*, 327 F.3d 938, 977 (9th Cir. 2003).¹¹

19 The enhancement payment of up to \$20,000 for Plaintiff Reloj is intended to
20 compensate him for broader release and for the critical role he played in this case and
21 in the PAGA Action, and the time, effort, and risks – including risks to future
22 employment – he undertook in helping secure the result obtained on behalf of the
23 Class Members, the Collective, and the State of California. Declaration of Conrad
24 Reloj, ¶ 8. As discussed in his declaration, Plaintiff has put substantial time and effort
25

26 ¹¹ “Courts routinely approve incentive awards to compensate named plaintiffs for the
27 services they provided and the risks they incurred during the course of the class action
28 litigation.” *Van Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 300 (N.D. Cal. 1995)
(named plaintiff received \$50,000 for work in class action).

1 into this case for over three years, as its sole standard-bearer, and has prioritized and
2 sacrificed in the interest of the class. Reloj Decl. ¶ 21. Plaintiff's proposed
3 enhancement payment represents a mere 0.24% of the gross settlement amount, well
4 within payments approved in similar cases.¹²

5 The service awards to Deposed Opt-in Plaintiffs are also fair and reasonable.
6 Deposed Opt-ins Plaintiffs who elect to receive the \$2,000 service award will agree
7 to a full release of claims. This additional payment is reasonable compensation for
8 these individuals, who opted into the case, participated in discovery, took on
9 additional risk and inconvenience of sitting through a deposition, and entered into a
10 full general release. If all 28 Deposed Opt-In Plaintiffs elected to receive the service
11 payment, the total \$56,000 would equal a mere approximately 0.66% of the Gross
12 Settlement Amount. The resulting total service awards would still be well within the
13 range of potential approval. *e.g. Palmer v. Pier 1 Imps.* 2018 U.S. Dist. LEXIS
14 122899, at *16 (C.D. Cal. July 23, 2018) (in a small wage and hour class action,
15 approving service award of 3.5%); *Quintanilla v. A & R Demolition, Inc.*, No. NO. H-
16 04-1965, 2008 U.S. Dist. LEXIS 37449, at *9-10 (S.D. Tex. May. 7, 2008) (\$26,000
17 of \$180,000 class fund in FLSA collective action settlement, or 14.4%).

18 Defendant does not oppose these service awards (agreeing to the Deposed Opt-
19

20 ¹² See, *e.g., Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.*, No. 1:17-cv-00853-
21 DAD-EPG, 2019 U.S. Dist. LEXIS 142331, at *32 (E.D. Cal. Aug. 21,
22 2019) (approving \$10,000 service awards each to two class representatives, which
23 amounted to 0.6 percent of the overall settlement amount of \$3,400,000); *Soto*, Case
24 No. 3:17-cv-00251-VC, ECF 304 (N.D. Cal. Oct. 23, 2019) (approving \$15,000 and
25 \$10,000 service awards in recent hybrid FLSA/Rule 23 settlement); *Guilbaud v.*
26 *Sprint/United Management Co., Inc.*, No. 3:13-cv-04357-VC, Dkt. No. 181 (N.D. Cal.
27 Apr. 15, 2016) (approving \$10,000 service award for each class representative in
28 FLSA and California state law representative wage and hour action); *Spann v. J.C.*
Penney Corp., 211 F.Supp.3d 1244, 1265 (C.D. Cal. 2016) (awarding service
award of \$10,000, approximately 100 times average the award and less than 0.25
percent of gross settlement). See also, *e.g., Mousai v. E-Loan, Inc.*, No. C 06-01993
SI (N.D. Cal. May 30, 2007) (approving service award of \$20,000).

1 in Plaintiff General Release Payment.) The service awards are fair and reasonable and
2 should be approved.

3 **G. The Requested Attorneys' Fees and Costs are Reasonable and**
4 **Plaintiff's Counsel Have Adequately Represented the Classes.**

5 In their fee motion to be submitted in advance of final approval, Plaintiff's
6 Counsel will request up to a maximum of \$2,833,333.33 in fees, representing one-
7 third of the Gross Settlement Amount, plus reimbursement of costs of approximately
8 up to \$875,000 for both cases. Cottrell Decl., ¶ 39. Plaintiff's counsel will provide
9 their lodestar information with their fee motion, which will demonstrate the
10 reasonableness of Plaintiff's Counsel's fee request. See Cottrell Decl., ¶ 39; see, e.g.,
11 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050-51 (9th Cir. 2002) ("Calculation of
12 the lodestar, which measures the lawyers' investment of time in the litigation, provides
13 a check on the reasonableness of the percentage award").

14 The typical range of acceptable attorneys' fees in the Ninth Circuit is 20% to
15 33 1/3% of the total settlement value, with 25% considered the benchmark.¹³
16 However, the exact percentage varies depending on the facts of the case, and in "most
17 common fund cases, the award exceeds that benchmark." *Vasquez v. Coast Valley*
18 *Roofing, Inc.*, 266 F.R.D. 482 at 491 (E.D. Cal. 2010) (citation omitted); *In re*
19 *Activision Sec. Litig.*, 723 F.Supp. 1373, 1377-78 (N.D. Cal. 1989) ("nearly all
20 common fund awards range around 30%"). In California, federal and state courts
21 customarily approve payments of attorneys' fees amounting to one-third of the
22
23

24 ¹³ *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-492 (E.D. Cal.
25 2010) (citing *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir.
26 2000)); *Hanlon, supra*, 150 F.3d at 1029; *Staton, supra*, 327 F.3d at 952; see
27 also, *Chu v. Wells Fargo Investments, LLC*, Nos. C 05-4526 MHP, C 06-7924 MHP,
28 2011 WL 672645, at *4 (N. D. Cal. Feb.16, 2011) (percentage-of-the-fund method is
appropriate where—as here—the amount of the settlement is fixed without any
reversionary payment to the defendant).

1 common fund in comparable wage and hour class actions.¹⁴

2 Here, given the excellent results achieved, the effort expended litigating the
3 Action, including the challenges of litigating this case, an upward adjustment from the
4 benchmark is warranted. Plaintiff's Counsel undertook all the risks of this litigation
5 on a completely contingent fee basis. Cottrell Decl., ¶ 40. Defendant's vigorous and
6 skillful defense confronted Plaintiff's counsel with the prospect of recovering nothing
7 or close to nothing for their commitment to and investment in the case. *Id.*
8 Nevertheless, Plaintiff and his counsel committed themselves to developing and
9 pressing Plaintiff's legal claims to enforce the employees' rights and maximize the
10 class and collective recovery. *Id.*, ¶ 40. To date, Plaintiff's Counsel has invested over
11 4,000 hours in the litigation of this case, and additional 440 hours in the litigation of
12 the related PAGA Action. *Id.*

13 Class Counsel will also request reimbursement for their litigation costs. Cottrell
14 Decl., ¶ 39. "The Ninth Circuit allows recovery of pre-settlement litigation costs in
15 the context of class action settlement." *Chery v. Tegria Holdings LLC*, No. C23-612-
16 MLP, 2024 U.S. Dist. LEXIS 221382, at *22 (W.D. Wash. Dec. 6, 2024) (citing
17 *Pelletz v. Weyerhaeuser Co.*, 592 F. Supp. 2d 1322, 1329 (W.D. Wash. 2009)). In
18 addition, the FLSA specifically provides an award for costs for "out-of-pocket
19 expenses that would normally be charged to a fee paying [sic] client." *Weist v. City of*
20 *Davis*, No. 2:16-cv-01683-LEK, 2021 U.S. Dist. LEXIS 28678, at *13 (E.D. Cal. Feb.
21 12, 2021)(quoting *Flores v. TFI International Inc.*, 2019 U.S. Dist. LEXIS 65754,

22
23 ¹⁴ See, e.g., *Jones, et al.*, Case No. 3:17-cv-02229-EMC, ECF 232 (N.D. Cal. June 1,
24 2020) (approving attorneys' fees of one-third of the gross settlement in recent hybrid
25 FLSA/Rule 23 settlement); *Soto*, Case No. 3:17-cv-00251-VC, ECF 304 (N.D. Cal.
26 Oct. 23, 2019) (approving attorneys' fees of one-third of the gross settlement in recent
27 hybrid FLSA/Rule 23 settlement); *Regino Primitivo Gomez, et al. v. H&R Gunlund*
28 *Ranches, Inc.*, No. CV F 10-1163 LJO MJS, 2011 WL 5884224 (E.D. Cal.
2011) (approving attorneys' fees award equal to 45% of the settlement
fund); *Wren*, 2011 WL 1230826 (approving attorneys' fee award of just under 42%
of common fund).

1 2019 WL 1715180 at *11(N.D. Cal. April 17, 2019)); 29 U.S.C. § 216(b). Courts
2 assess costs awards for reasonableness. *See Weist*, 2021 U.S. Dist. LEXIS 28678, at
3 *13; *Gonzalez-Rodriguez v. Mariana's Enters.*, No. 2:15-cv-00152-JCM-PAL, 2016
4 U.S. Dist. LEXIS 92198, at *28 (D. Nev. July 13, 2016).

5 Here, because both cases settled in the lead-up to trial, Plaintiff's Counsel
6 advanced substantial costs in both this case and the PAGA Action. The majority of
7 these expenses were for electronically stored information ("ESI") management and
8 document storage costs;¹⁵ expert work; mediation costs for four mediations; and
9 deposition costs.

10 Such expenses are routinely reimbursed in class settlements. Courts have
11 determined a wide range of costs to be reasonable, including court costs, filing fees,
12 mediation fees, and various administrative costs such as copying, printing, postage,
13 and electronic document hosting. *Cohen v. Peloton Interactive, Inc.*, No. CV 22-1425-
14 MWF (Ex), 2025 U.S. Dist. LEXIS 26583, at *12-13 (C.D. Cal. Feb. 12, 2025); *In re*
15 *Immune Response Sec. Litig.*, 497 F. Supp. 2d 1166, 1177 (S.D. Cal. 2007). "These
16 are reasonable expenditures, particularly in a class action, which entails higher costs
17 to maintain the action and provide notice to class members." *Cohen*, 2025 U.S. Dist.
18 LEXIS 26583 at *12.

19 Other significant costs are considered reasonable as well, such as expert,
20 consultant, and investigator fees, meals, hotels, and transportation costs, and
21 computerized research costs. *Cohen*, 2025 U.S. Dist. LEXIS 26583 at *12-13; *In re*
22 *Immune Response*, 497 F. Supp. 2d at 1177. Courts in the Ninth Circuit routinely allow
23 for the recovery of expert fees in FLSA settlements. *McKinnon v. City of Merced*, No.
24 1:18-cv-01124-, 2020 U.S. Dist. LEXIS 151361, at *58 (E.D. Cal. Aug. 19,

25 _____
26 ¹⁵ As discussed in the Declaration of Ryan A. Bonner, these costs were reasonable and
27 necessarily incurred in light of the extraordinary volume of the productions and the
28 measures necessary to process and analyze this data. Declaration of Ryan Bonner, ¶¶
4-6.

2020)(citing *Selk v. Pioneers Mem'l Healthcare Dist.*, 159 F. Supp. 3d 1164, 1181 (S.D. Cal. 2016)(awarding the recovery of expert fees, filing fees, and deposition costs in FLSA action)); see also *Smothers v. NorthStar Alarm Servs., LLC*, No. 217CV00548KJMKJN, 2020 U.S. Dist. LEXIS 56473, 2020 WL 1532058, at *11 (E.D. Cal. Mar. 31, 2020) (in final approval of an FLSA settlement, awarding the recovery of expert fees, transcript fees, mediation costs, and other costs).

In cases where document management fees are incurred, Courts allow for recovery of such costs. *Stevens v. Safeway Inc.*, No. CV 05-01988 MMM (SHx), 2008 U.S. Dist. LEXIS 146522, at *19 (C.D. Cal. May 30, 2008) (approving document management costs when supported with detailed invoices); *Pacificorp v. Nw. Pipeline GP*, No. 3:10-cv-00099-PK, 2012 U.S. Dist. LEXIS 174593, 2012 WL 6131558, at *7-8 (D. Or. Dec. 10, 2012) (stating that “courts have allowed recovery for electronic storage of documents generally”); *D.G. v. Yarbrough*, No. 08-CV-074-GKF-FHM, 2013 U.S. Dist. LEXIS 46618, at *26 (N.D. Okla. Mar. 31, 2013) (awarding document storage costs because “cases involving voluminous electronic document production necessarily generate such costs”).

Class Counsel’s efforts resulted in an excellent settlement, and the fee and costs award should be preliminarily approved as fair and reasonable.

H. The Proposed Notices of Settlement and Claims Process Are Reasonable.

The Court must ensure that Class Members receive the best notice practicable under the circumstances of the case. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974). Procedural due process does not guarantee any particular procedure but rather requires only notice reasonably calculated “to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994). A settlement notice “is satisfactory if it

1 ‘generally describes the terms of the settlement in sufficient detail to alert those with
2 adverse viewpoints to investigate and to come forward and be heard.’” *Churchill*
3 *Village LLC, supra*, 361 F.3d at 575.

4 The Notices of Settlement and manner of distribution negotiated and agreed
5 upon by the Parties are “the best notice practicable.” Fed. R. Civ. P. 23(c)(2)(B). All
6 Class Members will be identified and the Notices will be mailed directly to each Class
7 Member. Settlement, ¶21(b). The proposed Notices are clear and straightforward and
8 provide information on the nature of the action and the proposed Class and Collective,
9 the terms and provisions of the Settlement, and the monetary awards that the
10 Settlement will provide Class Members. *See* Settlement Ex. A. In addition, the Parties
11 will provide a settlement website that provides a generic form of the Notices, the
12 Settlement Agreement, and other case related documents and contact information. *Id.*

13 The proposed class Notice fulfills the requirement of neutrality in class notices.
14 *See* Conte, Newberg on Class Actions, § 8.39 (3rd Ed. 1992). It summarizes the
15 proceedings necessary to provide context for the Settlement Agreement and
16 summarizes the terms and conditions of the Settlement, including an explanation of
17 how the settlement amount will be allocated between the Named Plaintiff, Class
18 Counsel, the Settlement Administrator, and the Class or Collective Members, as
19 applicable, in an informative, coherent and comprehensible manner, all in compliance
20 with the Manual for Complex Litigation’s recommendation that “the notice contain a
21 clear, accurate description of the terms of the settlement.” Manual for Complex
22 Litigation, Settlement Notice, § 21.312 (4th ed. 2004).

23 This proposed Notices also clearly explain the scope of the releases, including
24 the distinction between Rule 23 class claims, the FLSA collective claims, and the
25 PAGA component of the Settlement, ensuring that Class Members understand the
26 legal effect of participating in, opting out of, or objecting to the Settlement, without
27 the need to refer to the PAGA notice and/or PAGA letter.

28 The proposed class Notice clearly explains the procedures and deadlines for

1 requesting exclusion from the Settlement, objecting to the Settlement, the
2 consequences of taking or foregoing the various options available to Class Members,
3 and the date, time and place of the Final Approval Hearing. Settlement, Exs. A.
4 Pursuant to Rule 23(h), the proposed Notices also set forth the amount of attorneys'
5 fees and costs sought by Plaintiffs, as well as an explanation of the procedure by which
6 Class Counsel will apply for them. *Id.* The Notices clearly state that the Settlement
7 does not constitute an admission of liability by Defendants. *Id.* It makes clear that the
8 final settlement approval decision has yet to be made. *Id.* Accordingly, the Notices
9 comply with the standards of fairness, completeness, and neutrality required of a
10 settlement class notice disseminated under authority of the Court. *See* Conte, Newberg
11 on Class Actions, §§ 8.21 and 8.39 (3rd Ed. 1992); Manual for Complex Litigation,
12 Certification Notice, § 21.311, Settlement Notice, § 21.312 (4th ed. 2004).

13 Furthermore, reasonable steps will be taken to ensure that all Class Members
14 receive the Notices. Before mailing, Defendants will provide to the administrator a
15 database that contains the names, last known addresses, last known email addresses
16 (if any), and social security numbers of each Class Member, along with information
17 sufficient to calculate the respective settlement shares. Settlement, ¶ 2(f). Any
18 Settlement Notice returned to the Settlement Administrator with a forwarding address
19 shall be re-mailed within three (3) business days following receipt of the returned
20 mail. Settlement, ¶ 21(e). If no forwarding address is provided, the Settlement
21 Administrator shall promptly attempt to determine a correct address using a skip-trace,
22 or other search using the name, address and/or Social Security number of the Class
23 Member involved, and shall re-mail the Notice of Settlement. *Id.*

24 Class Members will have 35 days from the mailing of the Notices to opt-out or
25 object to the Settlement. *Id.*, ¶¶ 2(u), 24. Any State Class Member who does not submit
26 a timely request to exclude themselves from the Settlement will be deemed a
27 Participating Individual whose rights and claims are determined by any order the
28 Court enters granting final approval, and any judgment the Court ultimately enters in

1 the case. *Id.*, ¶¶ 2(u), 2(x), 24.

2 Administration of the Settlement will follow upon the Court’s issuance of final
3 approval of the Settlement. *Id.*, ¶¶ 2(l), 30, 41. Participating Individuals will have 180
4 days to negotiate their checks. *Id.*, ¶ 42.

5 Because the proposed Notices clearly and concisely describe the terms of the
6 Settlement and the awards and obligations for Class Members who participate, and
7 because the Notices will be disseminated in a way calculated to provide notice to as
8 many Class Members as possible, the Notices should be preliminarily approved.

9 **VI. THE SETTLEMENT MEETS THE CRITERIA FOR APPROVAL**
10 **UNDER THE FAIR LABOR STANDARDS ACT.**

11 While in the FLSA context, court approval is required for settlements, the Ninth
12 Circuit has not established the criteria that a district court must consider in
13 determining whether an FLSA settlement warrants approval. *See, e.g., Dunn v.*
14 *Teachers Ins. & Annuity Ass’n of Am.*, No. 13-CV-05456-HSG, 2016 WL 153266, at
15 *3 (N.D. Cal. Jan. 13, 2016). Most courts in this Circuit, however, first consider
16 whether the named plaintiffs are “similarly situated” to the putative collective
17 members within the meaning of 29 U.S.C. § 216(b), and then evaluate the settlement
18 under the standard established by the Eleventh Circuit in *Lynn’s Food Stores, Inc. v.*
19 *United States*, 679 F.2d 1350, 1355 (11th Cir. 1982), which requires the settlement
20 to constitute “a fair and reasonable resolution of a bona fide dispute over FLSA
21 provisions.” *Otey v. CrowdFlower, Inc.*, No. 12-CV-05524-JST, 2015 WL 6091741,
22 at *4 (N.D. Cal. Oct. 16, 2015). “If a settlement in an employee FLSA suit does
23 reflect a reasonable compromise over issues...that are actually in dispute,” the district
24 court may “approve the settlement in order to promote the policy of encouraging
25 settlement of litigation.” *Lynn’s Food Stores*, 679 F.2d at 1354; *Otey*, 2015 WL
26 6091741, at *4.

27 This Court has already granted conditional certification of the FLSA collective
28 action, and thus has found that Members of the Collective Action are similarly

1 situated. See ECF 101. 249 Collective Members have filed and not withdrawn their
2 opt-in forms to join the Collective Action. See Cottrell Decl., ¶ 12. Collective
3 Members who previously filed consent forms and have not opted-out remain part of
4 the certified collective. Any additional individuals who wish to participate in the
5 FLSA settlement must submit a written consent to join, consistent with 29 U.S.C. §
6 216(b). The Settlement does not rely on check negotiation alone as a means of
7 obtaining consent. Participating Individuals are informed of this in the Class Notice,
8 as well as by a statement affixed to the settlement check. *Id*; see also, Settlement Ex.
9 A.

10 For the same reasons that the Settlement is fair, reasonable, and adequate under
11 Rule 23, it is a fair and reasonable resolution under the FLSA. *Millan v. Cascade*
12 *Water Servs.*, 310 F.R.D. 593, 607 (E.D. Cal. 2015) (“a Court has a ‘considerably less
13 stringent’ obligation to ensure fairness of the settlement in a FLSA collective action
14 than a Rule 23 action because parties who do not opt in are not bound by the
15 settlement.”); *Acuna v. So. Nev. T.B.A. Supply Co.*, 324 F.R.D. 367, 379 (D. Nev.
16 2018) (“[t]he requirements for approval of a FLSA collective action settlement are
17 less stringent . . . because persons who do not opt-in as parties to the FLSA collective
18 action are not bound by the settlement.”). The FLSA violations in this case are
19 squarely in dispute and have been actively litigated, as demonstrated by, *inter alia*,
20 Plaintiff’s successful motion for conditional certification, Defendant’s motion for
21 decertification, and the discovery taken in this case. The Settlement provides a
22 reasonable compromise, resulting in a significant individual recovery for Collective
23 Members do not withdraw their consent to participate,¹⁶ and should be approved.

24 VII. CONCLUSION

25 For the foregoing reasons, Plaintiff respectfully Requests that this Court 1)
26

27 ¹⁶ Collective members who opt-out will not have their FLSA claims dismissed with
28 prejudice, and shall retain the right to pursue remedies under the FLSA.

1 conditionally certify the class, 2) grant preliminary approval of the Settlement
2 Agreement as to the Class, and 3) grant approval of the Settlement Agreement as to
3 the Collective. Plaintiff further requests that in accordance with the schedule set forth
4 in the Notice of Motion and Motion, the Court set a final approval and fairness
5 hearing, and set the other deadlines proposed in the Motion.

6 Date: July 8, 2026

Respectfully submitted,

7 /s/ Carolyn H. Cottrell

8 Carolyn H. Cottrell (SBN 166977)

9 Ori Edelstein (SBN 268145)

10 Esther Bylsma (SBN 264208)

11 Robert E. Morelli, III (SBN 363123)

SCHNEIDER WALLACE

COTTRELL KIM LLP

12 *Attorneys for Plaintiff, the Collective, the*
13 *Putative Class, Aggrieved Employees and the*
14 *State of California*

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing document with the Clerk of the Court for the United States District Court, Southern District of California, by using the Court's CM/ECF system on July 8, 2026. I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the Court's CM/ECF system.

Dated: July 8, 2026

/s/ Carolyn H. Cottrell
Carolyn H. Cottrell

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Aggrieved Employees and the State of California*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CONRAD RELOJ, on behalf of all
others similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY INC. d/b/a
GEICO,

Defendant.

Case No. 3:21-cv-01751-L-MSB

**CAROLYN H. COTTRELL'S
DECLARATION IN SUPPORT OF
PLAINTIFF'S RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Location: Courtroom 2C

Honorable Magistrate Michael S. Berg

Action filed: October 8, 2021

Trial date: None set

1 I, Carolyn Hunt Cottrell, hereby declare as follows:

2 1. I am an attorney at law duly licensed and in good standing to practice
3 law in the courts of California (No. 166977) and am admitted to practice law before
4 this Court, the United States District Court Eastern District of California.

5 2. I am a partner at the law firm of Schneider Wallace Cottrell Kim LLP
6 (“SWCK”). SWCK specializes in class, collective, and PAGA litigation in state and
7 federal court.

8 3. I am lead counsel of record for Plaintiff Conrad Reloj on behalf of
9 himself, the class, collective, and the Labor Commissioner (“Plaintiff”), in the
10 above-captioned case. I submit this declaration in support of Plaintiff’s Motion for
11 Preliminary Approval of Class, Collective, and Private Attorneys General Act of
12 2004 (“PAGA”) Action Settlement. I am familiar with the file, the documents, and
13 the history related to these cases. The following statements are based on my personal
14 knowledge and review of the files. If called to do so, I could and would testify
15 competently thereto.

16 4. A true and correct copy of the fully executed Revised Class, Collective,
17 and PAGA Action Settlement Agreement and Release is attached hereto as **Exhibit**
18 **1**. The Settlement Notice is attached to the Settlement Agreement as **Exhibit A**. The
19 Settlement Agreement was executed by Plaintiff on April 14, 2026, Class Counsel
20 on April 17, 2026, Defendant on April 28, 2026, and Defendant’s Counsel on April
21 29, 2026.

22 5. Plaintiff submits the fully executed Revised Settlement Agreement in
23 support of preliminary approval. The Settlement Agreement memorializes the final
24 terms negotiated by the Parties following mediation and subsequent negotiations.

25 **I. QUALIFICATIONS, EXPERIENCE, AND EXPERTISE**

26 6. SWCK is regarded as one of the leading private plaintiff’s firms in wage
27 and hour class actions and employment class actions. In November 2012, the
28 Recorder listed the firm as one of the “top 10 go-to plaintiffs’ employment firms in

1 Northern California.” The partners and attorneys have litigated major wage and hour
2 class actions, have won several prestigious awards, and sit on important boards and
3 committees in the legal community. SWCK was founded by Todd Schneider in 1993,
4 and I have been a member of the firm since 1995.

5 7. SWCK has acted or is acting as class counsel in numerous cases. A partial
6 list of cases which have been certified and/or settled as class actions includes: *Corley*
7 *v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San
8 Bernardino Superior Court, January 9, 2025) (final approval of California class, and
9 PAGA representative action settlement); *Salonga, et al. v. Aegis Senior Communities,*
10 *LLC, et al.* (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024)
11 (final approval of FLSA collective, California class, and PAGA representative action);
12 *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-03035) (Merced Superior Court,
13 August 28, 2024) (class certification of a California class and subclasses); *Walker v.*
14 *Nursefinders, LLC, et al.* (Case No. 3:22-CV-04084-AGT) (Northern District of
15 California, August 27, 2024) (final approval of California class and PAGA
16 representative action settlement); *Magana v. Goya Foods of California, Inc., et al.*
17 (Case No. 20STCV43233) (Los Angeles Superior Court, July 10, 2024) (class
18 certification of California rounding, meal, and wage statement subclasses); *Bonner v.*
19 *Providence Health System-Southern California* (Case No. 21STCV09585) (Los
20 Angeles Superior Court, July 16, 2024) (class certification of a California rounding
21 subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-
22 JWH) (Central District of California, June 7, 2024) (class certification of a California
23 rest break subclass); *Clavel v. San Diego Sunrise Management Company* (Case No.
24 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (final
25 approval of California class action settlement); *Randall, et al. v. Integrated*
26 *Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District
27 of Washington, March 29, 2024) (final approval of three-state class and FLSA
28 collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-

1 cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of
2 California class and PAGA representative action settlement); *Hamilton v. Wayfair,*
3 *LLC* (Case No. RG19006990) (Alameda County Superior Court, Jan. 22, 2024) (class
4 certification of California subclasses); *Rodriguez, et al. v. Tri-Wire Engineering*
5 *Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts,
6 December 5, 2023) (final approval of five-state class and FLSA collective action
7 settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R)
8 (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class
9 and FLSA collective action settlement for deceptive trade practices, unlawful sale of
10 business opportunities, and wage and hour claims on behalf of independent contractor
11 truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et al.* (Case No. RG21100764)
12 (Alameda County Superior Court, August 4, 2023) (final approval of California class
13 and PAGA representative action settlement); *Wright, et al. v. Frontier Management*
14 *LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California,
15 March 13, 2023) (final approval of California, Illinois, Oregon, and Washington class
16 and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc.*
17 (Case No. BC715057) (Los Angeles Superior Court, January 18, 2023) (final approval
18 of California law wage and hour class action settlement alleging misclassification of
19 short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC* (Case No.
20 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final
21 approval of California and Oklahoma class and FLSA collective action settlement
22 where Plaintiff obtained class certification on behalf of allegedly misclassified truck
23 drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119) (Alameda
24 County Superior Court, June 23, 2022) (final approval of a class action settlement for
25 failure to pay for all hours worked, failure to pay minimum and overtime wages,
26 failure to provide meal and rest breaks, waiting time penalties, and failure to provide
27 itemized wage statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et*
28 *al.* (Case No. CV 20-3531-GW-SKx) (Central District of California, May 19, 2022)

1 (final approval of California class action and PAGA representative action settlement);
2 *Madrigal v. Mission Lakes Country Club, Inc.* (Case No. RIC2003428) (Riverside
3 County Superior Court, May 18, 2022) (final approval of California class action and
4 PAGA representative action); *Hazel v. Himagine Solutions, Inc.* (Case No.
5 RG20068159) (Alameda County Superior Court, November 2, 2021) (final approval
6 of a California class action settlement for failure to pay for all hours worked, failure
7 to pay minimum and overtime wages, failure to provide meal and rest breaks, failure
8 to reimburse necessary business expenditures, waiting time penalties, and failure to
9 provide itemized wage statements); *Pine Manor Investors, LLC v. FPI Management,*
10 *Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court, October 20,
11 2021) (final approval of a California class action settlement in action that alleged
12 improper billing for workers compensation charges by an apartment complex
13 management company); *Etcheverry v. Franciscan Health System* (Case No. 3:19-cv-
14 05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final
15 approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-*
16 *Pierre v. J&L Cable TV Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of
17 Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act
18 and Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut*
19 *v. Sprint/United Management Co.* (Case No. 3:19-cv-00411-WQH-AHG) (Southern
20 District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards
21 Act and Arizona, Colorado, New York, Ohio, and Washington Rule 23 action); *Diaz*
22 *v. TAK Communications CA, Inc.* (Case No. RG20064706) (Alameda County Superior
23 Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act and
24 California class action); *Villafan v. Broadpectrum Downstream Services, Inc.* (Case
25 No. 3:18-cv-06741-LB) (Northern District of California, April 9, 2021) (final
26 approval of class and collective action settlement for failure to pay minimum wages
27 and overtime rates, failure to provide meal and rest breaks, failure to reimburse
28 business expenses, and failure to provide itemized wage statements); *Jones, et al. v.*

1 *CertifiedSafety, Inc., et al.* (Case No. 3:17-cv-02229-EMC) (Northern District of
2 California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and
3 California, Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement
4 for failure to pay for all hours worked, failure to provide meal and rest breaks,
5 unreimbursed business expenses, waiting time penalties, and failure to provide
6 itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP
7 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class
8 action settlement for failure to pay for all hours worked, failure to provide meal and
9 rest breaks, unreimbursed business expenses, waiting time penalties, and failure to
10 provide itemized wage statements, under California law); *Soto, et al. v. O.C.*
11 *Communications, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of
12 California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and
13 California and Washington law Rule 23 action with joint employer allegations);
14 *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-
15 2017-00223592) (Sacramento Superior Court) (final approval of a class action
16 settlement for failure to pay for all hours worked, failure to pay minimum and
17 overtime wages, failure to provide meal and rest breaks, waiting time penalties, and
18 failure to provide itemized wage statements, under California law); *Van Liew v. North*
19 *Star Emergency Services, Inc., et al.* (Case No. RG17876878) (Alameda County
20 Superior Court) (final approval of a class action settlement for failure to pay for all
21 hours worked, failure to pay minimum and overtime wages, failure to provide meal
22 and rest breaks, failure to reimburse for necessary business expenditures, waiting time
23 penalties, and failure to provide itemized wage statements, under federal law); *Asalati*
24 *v. Intel Corp.* (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of
25 a class and collective action settlement for failure to pay for all hours worked, failure
26 to pay overtime, failure to provide meal and rest breaks, failure to reimburse for
27 necessary business expenditures, failure to adhere to California record keeping
28 requirements, waiting time penalties, and failure to provide itemized wage statements,

1 under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case
2 No. 34-2012-00118898) (Sacramento Superior Court) (final approval of a class action
3 settlement for failure to pay wages free and clear, failure to pay overtime and
4 minimum wages, failure to provide meal and rest breaks, failure to pay full wages
5 when due, failure to adhere to California record keeping requirements, and failure to
6 provide adequate seating, under California law); *Aguilar v. Hall AG Enterprises, Inc.,
7 et al.*, (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final approval
8 of a class action settlement for failure to provide meal and rest periods, failure to
9 compensate for all hours worked, failure to pay minimum and overtime wages,
10 waiting time penalties, failure to provide itemized wage statements, and failure to pay
11 undiscounted wages, under California law); *Viceral and Krueger v. Mistras Group,
12 Inc.*, (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California)
13 (final approval of a class and collective action settlement for failure to compensate for
14 all hours worked, including overtime, under federal and California law); *Jeter-Polk,
15 et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-00891) (Central District
16 of California) (final approval of a class action settlement for failure to provide meal
17 and rest periods, failure to compensate for all hours worked, failure to pay overtime
18 wages, unpaid wages and waiting time penalties, and failure to provide itemized wage
19 statements); *Meza, et al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH)
20 (Northern District of California) (final approval of class and collective action
21 settlement for failure to compensate for all hours worked, including overtime, under
22 federal and California law, failure to provide meal and rest breaks, failure to reimburse
23 for necessary business uniforms, failure to pay full wages upon termination to, and
24 failure to provide accurate itemized wage statements); *Holmes, et al v. Xpress Global
25 Systems, Inc.*, (Case No. 34-2015-00180822) (Sacramento Superior Court) (final
26 approval of a class action settlement for failure to provide meal and rest breaks and
27 failure to provide accurate itemized wage statements); *Guilbaud, et al. v. Sprint Nextel
28 Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern District of California) (final

1 approval of a class and collective action settlement for failure to compensate for all
2 hours worked, including overtime, failure to provide meal and rest breaks, failure to
3 reimburse for necessary business uniforms, failure to pay full wages upon termination
4 to, and failure to provide accurate itemized wage statements); *Molina, et al. v.*
5 *Railworks Track Systems, Inc.*, (Case No. BCV-15-10135) (Kern County Superior
6 Court) (final approval of a class action settlement for failure to provide meal and rest
7 breaks, unpaid wages, unpaid overtime, off-the-clocker work, failure to pay full wages
8 upon termination to, and failure to provide accurate itemized wage statements); *Allen,*
9 *et al. v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District of
10 California) (settlement between FLSA Plaintiffs and Defendant to provide relief to
11 affected employees); *Barrera v. Radix Cable Holdings, Inc., et al.*, (Case No. CIV
12 1100505) (Marin County Superior Court) (final approval of class action settlement for
13 failure to provide meal and rest breaks to, off-the-clock work by, failure to provide
14 overtime compensation to, failure to reimburse business expenditures to, failure to pay
15 full wages upon termination to, and failure to provide accurate itemized wage
16 statements to retention specialists working for cable companies); *Glass Dimensions,*
17 *Inc., et al. v. State Street Corp. et al.*, (Case No. 1:10-cv-10588) (District of
18 Massachusetts) (final approval of class action settlement for claims of breach of
19 fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz*
20 *Corporation*, (Case No. 3:07-052222) (Northern District of California) (settlement of
21 claims that rental car company misclassified non-exempt employees, failed to pay
22 wages, failed to pay premium pay, and failed to provide meal periods and rest
23 periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-465052) (San Francisco
24 County Superior Court) (final approval of class action settlement for overtime pay,
25 off-the-clock work, unreimbursed expenses, and other wage and hour claims on behalf
26 of a class of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X)
27 (In the Equal Employment Opportunity Commission Baltimore Field Office) (final
28 approval of class action settlement for the denial of promotions based on targeted

1 disabilities); *Shemaria v. County of Marin*, (Case No. CV 082718) (Marin County
2 Superior Court) (final approval of class action settlement on behalf of a class of
3 individuals with mobility disabilities denied access to various facilities owned,
4 operated, and/or maintained by the County of Marin); *Perez, et al. v. First American*
5 *Title Ins. Co.*, (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class
6 action settlement in action challenging unfair discrimination by title insurance
7 company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCV167815) (Santa Cruz County
8 Superior Court) (final approval of class action settlement for failure to provide meal
9 and rest breaks to, and for off-the-clock work performed by, a class of retail
10 employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG
11 08424366) (Alameda County Superior Court) (final approval of class action
12 settlement for failure to provide meal and rest breaks to, and for off-the-clock work
13 performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel*
14 *Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of
15 California) (certified class action on behalf of delivery drivers allegedly misclassified
16 as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-
17 90, 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for
18 off-the-clock work by, and failure to provide overtime compensation to, production-
19 line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No.
20 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by,
21 and failure to provide overtime compensation to, production-line employees of meat-
22 packing plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los
23 Angeles County Superior Court) (final approval of class action settlement for failure
24 to provide meal and rest breaks to and for off-the-clock work by certified emergency
25 medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case No. ECU0467)
26 (Imperial Superior Court) (final approval of class action settlement for off-the-clock
27 work by, and failure to provide overtime compensation to, production-line employees
28 of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.*

1 (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court)
2 (final approval of class action settlement for failure to provide meal and rest breaks
3 to, and for off-the-clock work by, employees at check cashing stores); *Salcido v.*
4 *Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern
5 District of California) (final approval of class action settlement for off-the-clock work
6 by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No.
7 BC342633) (Los Angeles County Superior Court) (final approval of class action
8 settlement for missed meal and rest periods on behalf of hourly workers at Six Flags
9 amusement parks); *Chau v. CVS RX Services, Inc.* (Case No. BC349224) (Los
10 Angeles County Superior Court) (final approval of class action settlement for failure
11 to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No. RG04155105)
12 (Alameda County Superior Court) (certified class action on behalf of flight nurses);
13 *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional
14 class action alleging widespread discrimination within FedEx); *Lopez v. San*
15 *Francisco Unified School District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified
16 class action in favor of plaintiffs in class action against school district for widespread
17 disability access violations); *Singleton v. Regents of the University of California* (Case
18 No. 807233-1) (Alameda County Superior Court) (class settlement for women
19 alleging gender discrimination at Lawrence Livermore National Laboratory);
20 *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County
21 Superior Court) (final approval of class action settlement for drive-time required of
22 Coca-Cola account managers); *Joseph v. The Limited, Inc.* (Case No. CGC-04-
23 437118) (San Francisco County Superior Court) (final approval of class action
24 settlement for failure to provide meal and rest periods to employees of The Limited
25 stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval
26 of class action settlement for failure to pay accrued vacation pay upon end of
27 employment); *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda
28 County Superior Court) and *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-

000045 (SRC) (TJB)) (final approval of class action settlement for failure to pay Sears drivers for all hours worked); among many others.

8. Nearly my entire legal career has been devoted to advocating for the rights of individuals who have been subjected to illegal pay policies, discrimination, harassment and retaliation and representing employees in wage and hour and discrimination class actions. I have litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I manage many of the firm's current cases in these areas. I am a member of the State Bar of California, and have had memberships with Public Justice, the National Employment Lawyers Association, the California Employment Lawyers Association, and the Consumer Attorneys of California. I served on the Board of Directors for the San Francisco Trial Lawyers Association and co-chaired its Women's Caucus. I was named one of the "Top Women Litigators for 2010" by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I earned my Bachelor's degree from the University of California, and I am a graduate of the University of the Pacific, McGeorge School of Law.

II. CASE SUMMARY AND PROCEDURAL HISTORY

A. The Federal Action

9. On October 8, 2021, Plaintiff Conrad Reloj filed this class and collective action on behalf of himself and current and former non-exempt, hourly employees of Defendant who work or worked for GEICO as Auto Claim and/or Damage Adjusters, including similar roles with different titles (collectively "Adjusters"), in California, asserting claims under the California Labor Code and the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. ("FLSA"). The Federal Action asserts claims for: (1) failure to pay minimum and overtime wages in violation of the FLSA; (2) failure to pay for all hours worked in violation of Labor Code §§ 204 and 1194; (3) failure to pay minimum wage in violation of Labor Code §§ 1182.11, 1182.12, 1194,

1 and 1197; (3) failure to pay overtime wages in violation of Labor Code § 510; (4)
2 failure to provide meal and rest breaks in violation of Labor Code §§ 226.7 and 512;
3 (5) failure to provide accurate itemized wage statements in violation of Labor Code
4 § 226; and (6) failure to timely pay final wages and waiting time penalties in violation
5 of Labor Code §§ 201, 202 and 203; (7) unlawful business practices in violation of
6 Business & Professions Code §§ 17200 *et seq.* Defendant filed its Answer on
7 November 12, 2021, denying Plaintiff's allegations.

8 10. The Parties then engaged in pre-conditional certification discovery
9 where thousands of pages of documents and data were exchanged.

10 11. Plaintiff also interviewed numerous Class and Collective Members,
11 which covered topics including dates and locations of work, hours of work, pre-shift
12 and post-shift off-the-clock work, and meal and rest breaks. Through this process,
13 Plaintiff garnered substantial factual background regarding the alleged violations,
14 which Plaintiff's counsel utilized to build their case and to assess Defendant's
15 potential exposure in this action.

16 12. On June 6, 2022, Plaintiff filed a Motion to Conditionally Certify the
17 Collective, which he amended on June 15, 2022. Defendant filed its response on July
18 15, 2022. On March 31, 2023, this Court granted Plaintiff's Motion and certified the
19 collective. Presently, 249 Collective Members have filed and not withdrawn their
20 opt-in forms to join the Collective Action.

21 13. The Parties then engaged in substantial discovery and motion practice.
22 Each side served written discovery, and a large volume of documents was produced.
23 Defendant alone produced over a terabyte of data, including but not limited to its
24 policies, job descriptions, personnel records, written complaints, and tens of
25 thousands of pages of data, emails, and time and payroll records.

26 14. Both parties deposed fact and expert witnesses, including twenty-eight
27 (28) opt in Plaintiffs.

28 15. Each side also retained experts, submitted expert reports, deposed the

1 other's expert, and filed *Daubert* motions.

2 16. Plaintiff also moved for Fed. R. Civ. P. 23 class certification, which was
3 fully briefed as of July 22, 2024.

4 **B. PAGA Action.**

5 17. Plaintiff Reloj filed a separate action against Defendant on December 6,
6 2021, in the Superior Court of California, County of Alameda, to assert claims for
7 penalties under California Private Attorneys General Act ("PAGA"), Labor Code §§
8 2698 *et seq.*, arising from Defendant's violations of the California Labor Code. *Reloj*
9 *v. Government Employees Insurance Company Inc., et al.*, Superior Court of
10 California, County of Alameda, Case Number 21CV003563. Defendant filed its
11 Answer on January 18, 2022, denying Plaintiff's allegations.

12 18. On or about June 1, 2022, Hon. Katherine Bacal granted the Parties'
13 Stipulation to Coordinate Actions and Add-On Case. This order coordinated the
14 PAGA Action with other wage and hour cases against GEICO, in the Superior Court
15 of California for the County of San Diego, matter no. JCCP5221 ('the "GEICO Wage
16 and Hour Cases").

17 19. The Parties substantially litigated the PAGA action. Plaintiff served
18 written discovery on Defendant and noticed several depositions of
19 supervisors/managers of aggrieved employees, in addition to a PMK deposition.
20 Plaintiff retained David Breshears and Laura Steiner as experts in the PAGA action.
21 Mr. Breshears processed Atlas and CCC data (internal data reflecting work
22 performed by Adjusters) to identify off-the-clock work. Ms. Steiner was prepared to
23 provide expert witness opinion, evidence, and testimony, and to rebut any opinions,
24 regarding survey evidence concerning work performed during meal and rest breaks
25 and other off-the-clock work, including the conduct, methodology, results, and
26 implications of the survey, the estimated incidence of work off-the-clock, including
27 during meal and rest periods, and other related issues.

28 20. Trial in the GEICO Wage and Hour Cases was set for November 8,

2024. At the time of settlement, Plaintiff's counsel had already begun their preliminary trial preparations.

C. Global Settlement

21. Despite vigorously litigating both cases, the Parties nonetheless remained open to a pretrial resolution. Defendant provided class-wide figures, including the total number of putative Class and Collective Members and associated workweeks and pay periods, hourly rates, and additional data points to enable Plaintiff's counsel to evaluate damages on a Class and Collective basis to further these discussions.

22. The well-developed factual record, extensive interviews, and robust expert analysis enabled Plaintiff's Counsel to assess the claims and potential defenses in both the class and PAGA actions, as well as the legal and factual issues that would arise if the cases proceeded to trial. Plaintiff's Counsel's liability and damages evaluations were premised on a careful and extensive analysis of the effects of Defendant's compensation policies and practices on Class Members' pay. Ultimately, facilitated by mediators Lisa Klerman, Stephen Marcus, Hon. Michael Marcus (Ret.), and Hunter Hughes the Parties used this information and discovery to fairly resolve the litigation.

23. On September 16, 2024, the Parties participated in a **fourth** mediation. The Parties accepted a mediator's proposal to settle both the Federal Action and the PAGA Action several days later. The other GEICO Wage and Hour cases, except for the Reloj PAGA Action, resolved via a separate PAGA-only settlement also reached through the mediation on September 16, 2024, and approved on February 7, 2025.¹

24. The Parties negotiated the detailed terms of the long-form settlement over the next several months and executed a binding Memorandum of Understanding

¹ The Adjusters were carved out of that settlement in light of the Settlement reached here.

1 on February 3, 2025. The parties subsequently finalized and executed the long-form
2 Settlement Agreement.

3 25. On or about January 15, 2025, Hon. Katherine Bacal granted the Parties’
4 Stipulation to remove the Reloj PAGA Action from the GEICO Wage and Hour
5 Cases. The Complaint in the instant action was amended on January 31, 2025 to
6 include the claims from the PAGA Action. Consequently, the Settlement will resolve
7 both the Federal Action and the PAGA Action.

8 **III. PRELIMINARY APPROVAL OF THE SETTLEMENT**

9 **A. Certification**

10 26. The Class Members may be readily identified from Defendant’s payroll
11 records.

12 27. Depositions, interviews with Class Members, and review of
13 timekeeping and payroll data confirm that Class Members were subjected to the same
14 alleged illegal policies and practices to which Plaintiff was subjected.

15 28. Plaintiff’s claims are in line with the claims of the Class, and Plaintiff’s
16 claims are not antagonistic to the claims of Class Members. Plaintiff has prosecuted
17 this case vigorously for over three years with the interests of the Class Members in
18 mind.

19 29. Plaintiff alleges that Class Members, Adjusters who work in California,
20 have substantially similar job duties to process and manage insurance claims in
21 California. Plaintiff alleges that Class Members are subject to the same policies and
22 practices concerning work assignments and expectations, performance management,
23 scheduling and timekeeping, compensation policies and systems, and meals and rest
24 breaks. Plaintiff alleges that these common policies, practices, and course of conduct
25 “cause Plaintiff and the California Class members to sustain the same or similar
26 injuries and damages.”

27 30. Here, the Class is entirely cohesive because resolution of Plaintiff’s and
28 Class Members’ claims hinges on the uniform policies and practices of Defendant,

1 rather than treatment the Class Members experienced on an individual level. As a
2 result, the resolution of these alleged class claims would be achieved through the use
3 of common forms of proof, such as Defendant's uniform policies, and would not
4 require inquiries specific to individual class members.

5 31. Further, the class action mechanism is a superior method of adjudication
6 compared to a multitude of individual suits. The action involves hundreds of workers
7 with very similar, but relatively small, claims for monetary injury. If the Class
8 Members proceeded on their claims as individuals, their many individual suits would
9 require duplicative discovery and duplicative litigation, and each Class Member
10 would have to personally participate in the litigation effort to an extent that would
11 never be required in a class proceeding. Thus, the class action mechanism would
12 efficiently resolve numerous substantially identical claims at the same time while
13 avoiding a waste of judicial resources and eliminating the possibility of conflicting
14 decisions from repetitious litigation and arbitrations.

15 **B. The Proposed Settlement Is Fair, Reasonable, and Adequate**

16 32. Plaintiff's Counsel based their exposure analysis and settlement
17 negotiations on extensive formal and informal fact discovery (including payroll and
18 timekeeping data), as well as expert report prepared by the Employment Research
19 Corporation in anticipation of class certification and trial.

20 33. Based on the Employment Research Corporation's survey of over 138
21 respondents, Plaintiff's counsel obtained average frequency and hours of off-the-
22 clock work and missed or non-compliant meal and rest periods. These figures were
23 used in conjunction with annual workweek counts and average rates of pay for Class
24 Members, to estimate damages for off-the-clock work (including both straight time
25 and overtime) and premiums for missed or non-compliant meal and rest breaks.
26 Based on these inputs, Class Counsel assumed 1.25 hours of unpaid straight time and
27 1.8 hours of unpaid overtime per week for a combined 3.05 hours of off-the-clock
28 time per week, and assumed that employees missed or received non-compliant meal

1 periods on 50% of days and missed or received non-compliant rest periods on 50%
2 of days, resulting in a meal or rest premium for every day of work.

3 34. Using these assumptions and further assuming that Plaintiff and the
4 Class Members would certify all of their claims and prevail at trial, Plaintiff's counsel
5 calculated the total potential substantive exposure if Plaintiff fully prevailed on all of
6 his claims at approximately \$43,526,731. These figures are based on Plaintiff's
7 assessment of a best-case-scenario. To obtain such a result at trial, Plaintiff would
8 have to, at the minimum: (1) certify all claims and withstand any decertification
9 motions; (2) prevail on the merits on all claims; (3) prove that Defendant acted
10 knowingly or in bad faith; and (4) prove that all Class Members experienced the
11 violations at the levels described above for every week.

12 35. The Settlement provides an average recovery of approximately
13 \$5,283.08 per Class Member.² This amount provides significant compensation to the
14 Participating Individuals, and the Settlement provides an excellent recovery well
15 within the reasonable standard when considering the difficulty and risks presented by
16 expanding and uncertain litigation.

17 36. The allocation formula also distributes settlement proceeds based on
18 workweeks worked during the Class Period. Class Counsel assessed the relative value
19 of the claims asserted, including waiting time penalties under California Labor Code
20 section 203 and wage statement penalties under Labor Code section 226, in
21 negotiating the overall Settlement and determining that the Settlement provides an
22 equitable recovery to Participating Individuals.

23 37. Finally, Plaintiff's Counsel met and conferred with Opposition Counsel
24 on June 20, 2025 regarding three potential settlement administrators to assist with the
25 settlement distributions in the instant case. The Parties agreed to use CPT Group,
26 Class Administrators for settlement distribution purposes. Attached hereto as **Exhibit**

27
28 ² The averages provided here assume all Class and Collective Members participate in
the Settlement.

3 is a true and correct copy of CPT's May 22, 2025 quote. In Plaintiff's experience, CPT is particularly well suited to administer this settlement given their experience with complex class settlements.

C. The Class is Numerous and Ascertainable

38. While there is no exact numerical cut-off, courts have routinely found numerosity satisfied with classes of at least forty members. *See, e.g., Ikonen v. Hartz Mountain Corp.*, 122 F.R.D. 258, 262 (S.D. Cal. 1988); *Romero v. Producers Dairy Foods, Inc.*, 235 F.R.D. 474, 485 (E.D. Cal. 2006). At approximately 892 members, the Class well exceeds this benchmark, and is large enough that joinder is impracticable.

IV. ATTORNEYS' FEES AND COSTS

39. In their fee motion to be submitted in advance of final approval, Plaintiff's Counsel will request up to a maximum of \$2,833,333.33 in fees, representing one-third of the Gross Settlement Amount, plus reimbursement of costs of approximately up to \$875,000 for both cases. Plaintiff's counsel will provide their lodestar information with their fee motion, which will demonstrate the reasonableness of Plaintiff's Counsel's fee request.

40. Here, given the excellent results achieved, the effort expended litigating the Action, including the challenges of litigating this case, an upward adjustment from the benchmark is warranted. Plaintiff's Counsel undertook all the risks of this litigation on a completely contingent fee basis. Defendant's vigorous and skillful defense confronted Plaintiff's counsel with the prospect of recovering nothing or close to nothing for their commitment to and investment in the case. Nevertheless, Plaintiff and his counsel committed themselves to developing and pressing Plaintiff's legal claims to enforce the employees' rights and maximize the class and collective recovery. To date, Plaintiff's Counsel has invested over 4,000 hours in the litigation of this case, and additional 440 hours in the litigation of the related PAGA Action.

I declare under penalty of perjury under the laws of the United States that the

1 foregoing is true and correct and is based on my own personal knowledge.

2 Executed this 8th day of July 8, 2026, in Reno, Nevada

3
4 /s/ Carolyn H. Cottrell
Carolyn H. Cottrell
5
6
7

8 **CERTIFICATE OF SERVICE**

9 I hereby certify that I electronically filed the foregoing document with the Clerk
10 of the Court for the United States District Court, Southern District of California, by
11 using the Court's CM/ECF system on July 8, 2026. I certify that all participants in the
12 case are registered CM/ECF users and that service will be accomplished by the Court's
13 CM/ECF system.
14

15 Dated: July 8, 2026

/s/ Carolyn H. Cottrell
Carolyn H. Cottrell
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EXHIBIT 1

**CLASS, COLLECTIVE, AND PAGA ACTION SETTLEMENT AGREEMENT AND
RELEASE**

1. This Class, Collective, and California Private Attorneys General Act (“PAGA”) Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Conrad Reloj (“Named Plaintiff”), individually and on behalf of the Class, Collective, and, with respect to the claims under PAGA, the state of California, on one hand, and Defendant Government Employees Insurance Company Inc. d/b/a GEICO (“Defendant” or “GEICO”), on the other hand, subject to the approval of the Court. Named Plaintiff and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means *Reloj v. Government Employees Insurance Company Inc.*, in the United States District Court for the Southern District of California, Case No. 3:21-cv-01751-L-MSB (“Federal Action”); and *Reloj v. Government Employees Insurance Company Inc.*, Alameda Superior Court, Case No. 21CV003563 (“PAGA Action”) (collectively, the “Action”). The allegations in the PAGA Action were added to the Federal Action via an amended complaint filed in the Federal Action on January 31, 2025.

b. “Aggrieved Employees” means all current or former non-exempt, hourly employees who work, or have worked, for Defendant in a Covered Position between October 2, 2019 and Preliminary Approval (“PAGA Period”). Defendant represents that as of February 25, 2025, there were approximately 835 Aggrieved Employees.

c. The “Class,” “Class Members,” or “Members of the Class” means all current and former non-exempt hourly employees of Defendant working in a Covered Position throughout the State of California between October 8, 2018 and Preliminary Approval (“Class Period”) who do not opt out and did not release all claims referenced in the Class Release herein by the date of Preliminary Approval. Defendant represents that as of February 25, 2025, there were approximately 892 Class Members.

d. “Class Counsel” means Schneider Wallace Cottrell Kim LLP (formerly known as Schneider Wallace Cottrell Konecky LLP.)

e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures not found to be unreasonable by the Court.

f. “Class List” means an electronic database containing a list of Class Members that Defendant will compile from their records. The Class List shall include: each Class Members’ (1) full name; (2) last known address; (3) last known email address (if any); (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class List shall also include the dates that each Class Member worked in the state of California in a Covered Position between October 8, 2018 and Preliminary Approval, and sufficient information as determined by the Class Administrator to allow the Class Administrator to determine the following: (6) the total number of workweeks that each Class Member worked in the state of

California between October 8, 2018 and Preliminary Approval, (7) the total number of workweeks that each Class Member worked in the state of California between October 8, 2020 and Preliminary Approval, (8) the total number of pay periods that each Aggrieved Employee worked in the state of California between October 2, 2019 and Preliminary Approval, (9) whether the Class Member's employment with GEICO terminated between October 8, 2018 and Preliminary Approval, (10) the total number of workweeks that all Class Members worked in the state of California between October 8, 2018 and Preliminary Approval, (11) the total number of pay periods that all Aggrieved Employees worked in the state of California between October 2, 2019 and Preliminary Approval, and (12) for purposes of the Escalator clause, the total number of workweeks that all Class Members worked in the state of California between October 8, 2018 and May 31, 2024. The Class List will also include an indication of whether the Class Member is an "Aggrieved Employee." The total number of workweeks may be determined by reference to weeks worked as reflected in pay records or dates of employment.

g. The "Collective" or "Collective Members" or "Opt-in Plaintiffs" means all persons who opted in to the collective for violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* ("FLSA") in the Federal Action before the cutoff date, which was conditionally certified on March 30, 2023, and have not withdrawn their consent.

h. "Covered Position(s)" means Auto Claim and/or Damage Adjusters (including individuals who adjust auto damage claims, including inspecting vehicles, preparing the initial estimate and any supplements, evaluating GEICO's portion of liability, and settling negotiating and paying the claim) who work in California and consists of the following positions, which may have had variations in the exact title between October 8, 2018 and the present: AD PMA II (CA), ARX Auto Damage Adjuster I, ARX Auto Damage Adjuster II, ARX Auto Damage Adjuster III, ARX Auto Damage Adjuster in Orientation, ARX Auto Damage Trainee, Auto Damage Adjuster I, Auto Damage Adjuster I (CA), Auto Damage Adjuster II, Auto Damage Adjuster II (CA), Auto Damage Adjuster III, Auto Damage Adjuster in Orientation, Auto Damage Trainee, Bilingual Auto Damage Adjuster II, CAT AD Adjuster III (CA), CAT ARX Adjuster II, CAT ARX Adjuster III, CAT Auto Damage Adjuster II, CAT Auto Damage Adjuster II (CA), CAT Auto Damage Adjuster III, CAT ML Adjuster II, CAT ML Adjuster III, CAT Resident Adjuster II, CAT Resident Adjuster III, CHO AD PMA II, Combination Auto Damage Adjuster III, Combination Auto Damage Adjuster I, Combination Auto Damage Adjuster I (CA), Combination Auto Damage Adjuster II, Combination Auto Damage Adjuster II (CA), MDP Auto Damage I (CA), MDP Auto Damage II, MDP Auto Damage III, MDP Auto Damage IV, Multi-Line Adjuster I, Multi-Line Adjuster II, Multi-Line Adjuster III, Multi-Line Auto Damages Adjuster in Orientation, Regional Auto Damage Trainer (CA), Resident Adjuster I, Resident Adjuster I (CA), Resident Adjuster II, Resident Adjuster II (CA), Resident Adjuster III, Resident Adjuster III (CA), SPP Auto Damage II (CA), Total Loss Evaluator II, Virtual AD from Sales, Virtual Auto Damage Adjuster I, Virtual Auto Damage Adjuster II, Virtual Auto Damage Adjuster III, Virtual Auto Damages Adjuster in Orientation, Virtual Auto Damage Trainee, Virtual CAT Auto Damage Adjuster II, Virtual CAT Auto Damage Adjuster III, Virtual Multi-Line Adjuster I, Virtual Multi-Line Adjuster II, Virtual Supplement Auto Damage Adjuster I, Virtual Supplement Auto Damage Adjuster II, Virtual Supplement

Auto Damage Adjuster III, Virtual Supplement/ CAT Auto Damage Adjuster I, Virtual Supplement/ CAT Auto Damage Adjuster II, Virtual Supplement/ CAT Auto Damage Adjuster III, Virtual Total Loss Auto Damage Adjuster I, Virtual Total Loss Auto Damage Adjuster II, Virtual Total Loss Auto Damage Adjuster III, Virtual Total Loss/ CAT Auto Damage Adjuster I, Virtual Total Loss/ CAT Auto Damage Adjuster II and Virtual Total Loss/ CAT Auto Damage Adjuster III.

i. “Court” means the U.S. District Court, for the Southern District of California, where the Federal Action was filed, and where the Parties mutually agree to seek approval of this Settlement.

j. “Defendant’s Counsel” means Womble Bond Dickinson (US) LLP.

k. “Deposed Opt-Ins,” refers to Opt-In Plaintiffs who were deposed in the Federal Action. “Deposed Opt-In” refers to any such individual.

l. “Deposed Opt-Ins Incentive Payments” refers to a service award totaling \$1,000 for each Deposed Opt-In.

m. “Effective Date” means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court’s order granting Final Approval of the Settlement.

n. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiff, Collective Members, Aggrieved Employees, and the Class in the Action. Class Counsel will not seek more than one-third (1/3) of the Gross Settlement Amount as their Fee Award, up to \$2,833,333.33.

o. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the award of attorneys’ fees, attorneys’ actual costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming “Effective.”

p. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and entering judgment.

q. “Final Approval Hearing” means the hearing to be held by the Court to consider the Final Approval of the Settlement.

r. “Gross Settlement Amount” means the maximum non-reversionary total amount that Defendant shall pay in connection with this Settlement, including any interest earned on such funds, and exclusive of Defendant’s Payroll Taxes, as defined below, in exchange for the release of the Participating Individuals’ Released Claims. The Gross Settlement Amount is the gross sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00), and any interest that may be earned upon this sum after it is placed in the Qualified Settlement Fund. The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Individuals; (b) civil penalties under the Private Attorneys’ General Act of 2004 (“PAGA”); (c) Class Representative Enhancement Payments; (d) Attorneys’ Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendant’s employers’ portion of payroll taxes on Settlement Awards to Participating Individuals, which is estimated to be \$250,000 but the final amount of which the Settlement Administrator will determine (“Defendant’s Payroll Taxes”), and except as provided by the Escalator Provision, the Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant’s Payroll Taxes. There will be no reversion.

s. “Net PAGA Amount” means the Twenty-Five Percent (25%) of the amount of PAGA Penalties, or Thirty-One Thousand Eight Hundred and Seventy-Five Dollars (\$31,875.00).

t. “Net Settlement Amount” means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsels’ Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; and (vi) the Net PAGA Amount; and (vii) all Deposed Opt-ins’ Incentive Payments. The Parties acknowledge that all of these amounts are subject to the Court’s approval.

u. “Notice Deadline” means the date thirty-five (35) days after the Settlement Notice is initially mailed to the Settlement Class. Class Members shall have until the Notice Deadline to object to, or opt-out of, the Settlement.

v. “PAGA Penalties” means \$127,500 of the Gross Settlement Amount (75% (\$95,625) to be paid to the LWDA and 25% (\$31,875) to be distributed to the Aggrieved Employees on a pro rata basis.

w. “Participating Individuals” means: (a) any Class Members who do not submit a letter in compliance with Paragraph 24 and **Exhibit A** requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement; (b) all Opt-In Plaintiffs; and (c) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the applicable Released Claims.

x. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

y. “Releasees” or “Released Parties” means Defendant and its present and former parent companies, subsidiaries, affiliated companies or entities, and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims.

z. “Released Claims” means Participating Individuals’ Released Claims (as set forth in Paragraphs 18 and 19).

aa. “Service Award” means the payment to Named Plaintiff Conrad Relej. The Service Award will not exceed Twenty Thousand Dollars (\$20,000.00.)

bb. “Settlement Administrator” means a mutually agreeable neutral third-party class action settlement administrator that the Parties have agreed to appoint that will handle the administration of this Settlement, subject to approval by the Court.

cc. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards. The actual cost will be determined by seeking bids from at least three (3) settlement administrators for purposes of selecting a competitive bid. However, the Settlement Administrator Costs shall not be capped at the amount of the bid, but rather, shall be the actual costs charged by the Class Administrator.

dd. “Settlement Award” means the payment that each Participating Individual shall be entitled to receive pursuant to the terms of this Agreement.

ee. “Settlement Notice” means the Notice of Class Action Settlement to be issued to Class Members substantially in the form as **Exhibit A** attached hereto, respectively, or as approved by the Court.

RECITALS

1. On October 8, 2021, Named Plaintiff filed the Federal Action as a class and collective action asserting claims under the California Labor Code and FLSA. The Federal Action asserted claims for: (1) failure to pay minimum and overtime wages in violation of the FLSA 29 U.S.C. §§201, *et seq.*; (2) failure to pay for all hours worked in violation of Labor Code sections 204 and 1194 and applicable IWC Wage Order(s); (3) failure to pay minimum wage in violation of Labor Code sections 1182.11, 1182.12, 1194, and 1197, and applicable IWC Wage Order(s); (3) failure to pay overtime wages in violation of Labor Code section 510 and applicable IWC Wage Order(s); (4) failure to provide meal and rest breaks in violation of Labor Code sections 226.7 and 512, and applicable IWC Wage Order(s); (5) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and applicable IWC Wage Order(s); and (6) failure to timely pay final wages and waiting time penalties in violation of Labor Code sections 201, 202 and 203, and applicable IWC Wage Order(s); (7) violation of the California Unfair Competition Law. Defendant filed their Answer on November 12, 2021, denying Plaintiff’s allegations.

2. The Court granted conditional certification of an FLSA collective on March 30, 2023. A total of 279 individuals filed FLSA opt-in consent forms in the Federal Action, of which 33 opt-ins have withdrawn. There are 247 active Opt-In Plaintiffs, including Named Plaintiff.

3. Named Plaintiff filed the PAGA Action against Defendant on December 6, 2021, in the Superior Court of California, County of Alameda, to assert additional claims for penalties under PAGA arising from Defendant's violations of the Cal. Lab. Code. Defendant filed its Answer on January 18, 2022, denying Named Plaintiff's allegations.

4. On or about June 1, 2022, Hon. Katherine Bacal granted the Parties' Stipulation to Coordinate Actions and Add-On Case. This order coordinated the GEICO Wage and Hour Cases in the Superior Court of California for the County of San Diego, matter no. JCCP5221, which included the PAGA Action and following other PAGA actions: (1) *Michael Herzog v. Government Employees Insurance Company*, San Diego Superior Court, Superior Court Case No. 37-2020-00045064-CU-OE-CTL; (2) *Nonesto Mabini v. Government Employees Insurance Company*, San Diego Superior Court, Superior Court Case No. 37-2022-00011726-CU-OE-CTL. The matters of (3) *Luis Yorba v. Government Employees Insurance Company*, San Diego Superior Court, Superior Court Case No. 37-2024-00008220-CU-OE-CTL; and (4) *Matthew J. Solis v. Government Employees Insurance Company*, San Diego Superior Court, Superior Court Case No. 37-2024-00025248-CU-OE-CTL, were added after the June 1, 2022 stipulation.

5. On or about January 15, 2025, Hon. Katherine Bacal granted the Parties' Stipulation to remove the PAGA Action from the Coordinated Action;

6. Through the Action, Named Plaintiff alleges that Defendant violated the FLSA, and the wage and hour laws of California by failing to pay Class and Collective Members earned wages and failing to provide legally compliant meal and rest periods. On this basis, Named Plaintiff brought claims against Defendant for unpaid minimum wages and overtime wages, failure to pay all hours worked, failure to provide meal and rest periods, inaccurate wage statements, failure to maintain pay records, failure to pay final wages, waiting time penalties, unfair competition, and civil penalties under the PAGA.

7. The Parties participated in three separate mediations before respected wage and hour mediators Hon. Michael Marcus; however, the Action did not settle. The Parties agreed to attend a fourth mediation which was held on September 16, 2024, before mediator, Hunter Hugues. The Parties agreed to the mediator's proposal, which included terms of the settlement, on September 18, 2024. The Parties thereafter negotiated a Memorandum of Understanding which was executed on February 3, 2025, and which is superseded by this Agreement to settle the Action.

8. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the PAGA Action and Federal Action. In agreeing to this Settlement Agreement, Named Plaintiff has considered: (a) the facts developed during pre-mediation, formal fact and expert discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendant; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiff has concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiff, the Opt-In Plaintiffs, Class Members, and Aggrieved Employees to settle their claims against Defendant pursuant to the terms set forth herein.

9. Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as denies the allegations asserted in the Action. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class, collective and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees (as defined above) of any fault, liability or wrongdoing, which Defendant expressly denies.

10. To the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiff and Class Counsel (as defined above) agree that Defendant retains and reserves these rights stated in the preceding paragraph, and to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiff and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Settlement Agreement, Defendant cannot contest class certification, collective or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the PAGA Action or the Federal Action were to proceed.

11. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it and the Settlement Effective Date occurs.

12. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing class certification pursuant to Federal Rule of Civil Procedure 23 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification in the Federal Action would be appropriate in a non-settlement context, or whether the PAGA Action can proceed on a representative basis. The Parties also stipulate and agree that, for settlement purposes only, the Collective Members are similarly situated for purposes of 29 U.S.C. § 216(b). Defendant reserves the right to move for decertification of the conditionally certified FLSA collective.

13. The Parties stipulate and agree that for settlement purposes only, the Parties shall file a stipulation in the PAGA Action for a stay pending approval of this Settlement and, following the Effective Date of this Settlement, a dismissal without prejudice of the PAGA Action. In the event that the stipulated request for the stay is not granted, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable to and maintains both parties in the same position as prior to the Settlement. These agreements will be effectuated through stipulations to be filed with the state court as appropriate.

14. The Parties stipulate and agree for settlement purposes only, to the filing of a complaint in the Federal Action (“Operative Complaint”) that consolidates the claims for violation of federal and California labor law, legal allegations, and factual allegations pled in the PAGA Action and the Federal Action, , and as necessary to otherwise effectuate the Release in this Settlement Agreement promptly after execution of this Settlement Agreement. The Parties stipulate and agree that for settlement purposes only, Defendant consents to the filing of the Operative Complaint and to personal and subject matter jurisdiction in the Court.

15. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement. Defendant agrees that no statute of limitations on any claim would run against Plaintiff or any Class Member from and including the date on which this Agreement is fully executed, until and including the date the Court issues an order denying final approval of the Settlement (except those claims that are already barred by any applicable statute of limitations).

16. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the Final Approval of the Court and the other conditions set forth herein, that Named Plaintiff's and the Participating Individuals' claims as described herein against Defendant shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Named Plaintiff's and Participating Individuals' Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendant, Releasees, in the manner and upon the terms and conditions set forth below.

RELEASES

17. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff and Participating Individuals agree to release all claims against the Releasees as set forth herein as applicable.

18. **Participating Individuals' Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiff (Plaintiff Conrad Reloj on behalf of the LWDA and the Aggrieved Employees), and all Participating Individuals shall and hereby do release and discharge all Releasees, finally, forever and with prejudice, from any and all claims alleged, or that could have been alleged based on the facts alleged in the Action, as follows:

- a. **Released FLSA Claims:** Opt-In Plaintiffs who do not timely and validly request exclusion from the Settlement shall release all Releasees from the following rights or claims: any and all claims under the FLSA, including 29 U.S.C. §§ 206, 207 and 211 and that were pled or could have been pled based on or arising out of the factual predicates and/or allegations in the Action, including but not limited to those in the Operative Complaint, that arose between October 8, 2018 and the date of Preliminary Approval of this Agreement. The Parties intend and agree that the Final Approval Order and the judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law. Class Members who are not Opt-In Plaintiffs and who do not cash or deposit their Settlement Award checks, shall not release any claims against the Released Parties under the FLSA.
- b. **Released Class Claims:** The Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims, other than claims under the FLSA, that are or could have been alleged in the Operative Complaint in the Action, any amendment(s) thereto based on the factual allegations contained therein that arose between October 8, 2018 and the date of Preliminary Approval of this Agreement, including such claims for: (1) failure to

pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of California Labor Code section 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of California Labor Code section 1174; (6) failure to pay timely wages during employment in violation of California Labor Code sections 204 and 210; (7) failure to pay all wages due and owing at separation in violation of California Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; and (9) failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3.

- c. Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

19. **General Release**: Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiff generally releases Releasees of any claims that could have been brought against Defendant through the date of Preliminary Approval of this Agreement as set forth below. This general release includes claims arising from his employment relationship with Defendant, including, without limitation, claims for unpaid wages and liquidated damages, claims for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 *et seq.*, the California Fair Employment and Housing Act, California Gov't Code Section 12900 *et seq.*, and claims for violation of public policy.

This general release also includes a waiver of rights under California Civil Code Section 1542, which states:

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.

Excluded from this Release are claims for workers' compensation or unemployment benefits, claims for benefits under ERISA (including claims under any benefits plan that is subject to ERISA), or any deferred benefits or retirement savings plans or accounts, claims under COBRA, and any claims or rights which cannot be waived by law.

20. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check, or to the extent the following release language does not fit on the back of each Settlement Award check, the Settlement Administrator shall include the following release language attached to each Settlement Award check, as appropriate for Named Plaintiff, Collective Members, other Class Members who do not opt-out of the Settlement, and Aggrieved Employees:

- (b) **For Named Plaintiff and Other Class Members Who Are Also Collective Members:** “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved class action Settlement in *Reloj v. Government Employees Insurance Company Inc.*, Southern District of California, Case No. 3:21-cv-01751-L-MSB. By not opting out of the Settlement, and having consented to join the Collective Action, you have released Government Employees Insurance Company Inc. d/b/a GEICO and other Releasees of all Released Class Claims and Released FLSA Claims as defined in the Settlement Agreement, including claims under the Fair Labor Standards Act and applicable state law.”
- (c) **For Other Class Members Who Are Not Collective Members:** “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved class action Settlement in *Reloj v. Government Employees Insurance Company Inc., et al*, United States District Court, Southern District of California, Case No. 3:21-cv-01751-L-MSB. By not opting out of the Settlement, you have released Government Employees Insurance Company Inc. d/b/a GEICO and other Releasees of all Released Class Claims as defined in the Settlement Agreement, except for claims under the Fair Labor Standards Act (“FLSA”). By signing and cashing or negotiating your check, you consent to join the Collective Action and affirm your release of FLSA claims against Releasees.”
- (d) **For Aggrieved Employees Who Are Not Class Members and Who Are Not Collective Members:** “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved Settlement in *Reloj v. Government Employees Insurance Company Inc, et al*, United States District Court, Southern District of California, Case No. 3:21-cv-01751-L-MSB. You are receiving this check as an Aggrieved Employee as defined in the Settlement Agreement, for claims under the Private Attorneys General Act.”

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

21. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Class of this Settlement:

- a. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class pursuant to 29 U.S.C. § 216(b) and Federal Rule of Civil Procedure 23 for the sole purpose of settlement; preliminarily approve the Settlement

Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiff's Motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing.

- b. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The Settlement Administrator will provide Class Counsel and Defendant's counsel with a preview of the proposed website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.
- c. Within thirty (30) calendar days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator the Class List. Class Counsel shall provide the Settlement Administrator with updated addresses or contact information for Opt-In Plaintiffs in their possession.
- d. The Settlement Administrator shall use the Class List to calculate (1) the total number of workweeks that each Opt-in Plaintiff worked in the state of California between October 8, 2018 and Preliminary Approval, (2) the total number of workweeks that each Class Member worked in the state of California between October 8, 2020 and Preliminary Approval, (3) the total number of pay periods that each Aggrieved Employee worked in the state of California between October 2, 2019 and Preliminary Approval, (4) whether the Class Member's employment with GEICO terminated between October 8, 2018 and Preliminary Approval, (5) the sum total number of workweeks that all Class Members worked in the state of California between October 8, 2018 and Preliminary Approval, (6) the sum total number of pay periods that all Aggrieved Employees worked in the state of California between October 2, 2019 and Preliminary Approval, and (7) the sum total number of workweeks that all Class Members worked in the state of California in the escalator clause period. Within ten (10) business days of receiving the Class List, the Class Administrator shall inform Class Counsel and Defendant's Counsel of the foregoing totals. Within twenty (20) business days after receiving the Class List, the Settlement Administrator shall mail and email (if email addresses are available) the

agreed-upon and Court-approved Settlement Notice to Class Members. The Settlement Administrator shall provide notice to Class Counsel and Defendant's Counsel that the Settlement Notice has been mailed.

- e. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and shall re-mail the Notice of Settlement. For Opt-In Plaintiffs only, the Settlement Administrator shall also promptly inform Class Counsel, who shall check their records for forwarding addresses and alternative means of contact that may assist in obtaining forwarding addresses. Under no circumstances shall such re-mailing extend the Notice Deadline.
- f. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Individuals, specifically identifying Opt-In Plaintiffs, by unique identifier; (ii) the Settlement Awards owed to each of the Participating Individuals; (iii) the final number of Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices of Settlement; (v) the estimated average and median recovery per Participating Individual; (vi) the estimated average and median recovery per Opt-In Plaintiff; (vii) the largest and smallest estimated amounts to be paid to Participating Individuals; and (viii) the largest and smallest estimated amounts to be paid to Opt-In Plaintiffs.
- g. Defendant will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendant will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.
- h. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Individuals; the average and median recovery per Participating Individual; the largest and smallest amounts paid to Participating Individuals; and the number and value of checks not cashed. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

22. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked, as shown in his or her Settlement Notice, such Class Members may produce evidence to the Settlement Administrator establishing the dates

they contend to have worked for Defendant. Weeks “worked” for purposes of this settlement will be determined by using workweeks reflected in pay records or by using dates of employment. The deadline for Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendant’s records, his/her Settlement Award will be determined based on Defendant’s records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

23. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement Agreement, the proposed Settlement, Class Counsel’s requested Fee Award and Costs or any requested Service Award to Plaintiff must, on or before the Notice Deadline, file with the court a written statement objecting to the Settlement. Objections must be in writing and signed by the objector. Objections must clearly identify the case name and number, be submitted only to the Court either by mailing them to the Clerk or by filing them in person at any location of the United States District Court for the Southern District of California, and be filed or postmarked on or before the Notice Deadline. The statement must be signed personally by the objector, and must include (1) the objector’s full name, address, and email address, (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (4) all grounds for the objection, including all citations of legal authority and evidence supporting the objection; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, who must enter an appearance with the Court in accordance with the Local Rules; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel). The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement’s fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

24. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members and Opt-in Plaintiffs, other than Named Plaintiff, who wish to exclude themselves from the Settlement (“opt out”) must mail to the Settlement Administrator a signed written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member’s full name, address, telephone number, and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by

the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

25. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

26. **Option to Void.** If the number of Class Members who opt out by submitting Requests for Exclusion exceeds 10 percent of the total number of Class Members, then Defendant may, in the exercise of its sole discretion, withdraw from this Agreement. Defendant's right to withdraw expires 15 calendar days after the Notice Deadline. If Defendant exercises its right to withdraw pursuant to this provision, Defendant shall pay all Administrative Costs

27. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, and Settlement Administrator's Costs and Unopposed Motion for Fee Award and Class Counsel's Costs, to be heard at the Final Approval Hearing. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Settlement as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action under Federal Rule of Civil Procedure 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the payment of the Service Award to Named Plaintiff Conrad Reloj;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Participating Individuals' Released Claims, Named Plaintiff Released Claims and the PAGA Released Claims of the LWDA;
- h. directing that a Final Judgment be entered; and

- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

28. **Post Judgment Report.** If the Court issues an order requiring it, at the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Plaintiff's Counsel shall submit a post-judgment report to the Court regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

29. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within thirty (30) calendar days of Final Approval of the Settlement, Defendant shall deposit the Gross Settlement Amount into the Settlement Administrator's designated account. Defendant shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the Settlement Administrator's designated account. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements other than employer payroll taxes shall be made from the Gross Settlement Amount. Within 30 days of the Effective Date, Defendant shall deposit an additional amount to cover employer-side taxes, including FICA and FUTA, into the Settlement Administrator's designated account.

- a. **Escalator Provision.** In the event it is determined that the actual number of workweeks between October 8, 2018 and May 31, 2024 exceeds 150,775 by more than 10%, then the Gross Settlement will increase by a pro-rata dollar value equal to the number of Workweeks in excess of 165,852.5 between October 8, 2018 and May 31, 2024.

30. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Award to Named Plaintiff.** Subject to the Court's approval, Named Plaintiff Conrad Reloj shall receive Twenty Thousand Dollars (\$20,000.00) for his efforts in bringing and prosecuting the Action. Defendant shall not oppose Named Plaintiff's requests for this payment. The Settlement Administrator shall issue an IRS Form 1099 for this payment. This payment shall be made within (30) days after the Effective Date or as soon as reasonably practicable. If the Court approves Service Award in amount less than what Named Plaintiff requests, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.
- b. **Fee Awards and Costs.** Subject to the Court's approval, Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all

work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsels' Costs. Defendant shall not oppose Named Plaintiff's requests for these payments. These payments of attorneys' fees and costs shall be made within 24 hours of the funding of the settlement. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

- c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the amount of One Hundred Twenty-Seven Thousand Five Hundred Dollars (\$127,500.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Named Plaintiff and Aggrieved Employees under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%), or Ninety-Five Thousand Six Hundred and Twenty-Fifty Dollars (\$95,625.00), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Thirty-One Thousand Eight Hundred and Seventy-Five Dollars (\$31,875.00), will be allocated to the Net PAGA Amount. The payment to the LWDA shall be made by the Settlement Administrator within thirty (30) days after the Effective Date or as soon as reasonably practicable.
- d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.
- e. **Deposed Opt-In Incentive Payment:** Any Deposed Opt-In shall receive an additional lump sum payment of \$1,000.00 for their efforts in assisting in the prosecution of the Action. This payment shall be made within (30) days after the Effective Date or as soon as reasonably practicable. If the Court does not approve the Deposed Opt-In Incentive Payment, this shall not delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Settlement Administrator shall issue an IRS Form 1099 for these payments. Any Opt-In Plaintiff who receives a Deposed Opt-In Incentive Payment assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.
- f. **Settlement Awards to Eligible Participating Individuals.** Settlement Award shall be made to Participating Individuals as set forth below.

31. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendant, Class Counsel, or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

32. **Settlement Award Eligibility.** All Participating Individuals shall be paid a Settlement Award from the Net Settlement Amount. All Aggrieved Employees shall be paid a Settlement Award from the Net PAGA Amount.

33. Any Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Individual whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

34. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individuals based on the below formulas:

- a. Participating Individuals who do not opt out shall receive a *pro rata* portion of the Net Settlement Amount as follows:
 - i. When calculating the individual Settlement Awards following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement but will assume that all Opt-In Plaintiffs cash their Settlement Award checks.
 - ii. For each week during which the Participating Individual performed work for Defendant in the state of California between October 8, 2018 and Preliminary Approval, he or she shall receive one (1) shares of the Net Settlement Amount.
 - iii. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.
- b. Aggrieved Employees under the PAGA shall also receive an equal portion of the Net PAGA Amount as follows:
 - i. Any Aggrieved Employee shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on his or her pay periods employed by Defendant in California during the time period between October 2, 2019 and the date of Preliminary Approval of the Settlement. The resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to the Aggrieved Employee's share

of the Net Settlement Amount, to determine the Aggrieved Employee's Settlement Award.

35. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Class Members.

36. All Settlement Award determinations shall be based on the weeks worked, pay periods, or dates of employment, as reflected by Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

37. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty-five percent (25%) of each Settlement Award shall be allocated as wages, seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Individuals subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards. Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

38. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

39. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Settlement Awards to Participating Individuals are mailed.

40. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals within thirty (30) days after the Effective Date or as soon as reasonably practicable. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel.

41. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter (**Exhibit B** herein) will be sent via U.S. mail and email to those who have not yet cashed their

settlement check, and during the last sixty (60) days of the check cashing period, a call will be placed to those that have still not cashed their check to remind them to do so. At the conclusion of the 180 day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Released Class Claims.

42. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows:

- a. If the total residual amount is less than \$95,000, then the amount will revert to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The Parties propose Legal Aid at Work which provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. The Settlement Administrator shall distribute any *cy pres* payment.
- b. If the total residual amount is \$95,000 or greater, a second distribution will occur to those Participating Individuals who cashed their Settlement Award check. The second distribution will occur on a *pro rata* basis as provided for in Paragraph 35. In the event of a redistribution of uncashed check funds to Participating Individuals who cashed their Settlement Award check, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Individual is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If none is found, then said check shall revert to the *cy pres* recipient. If there are uncashed check funds remaining from redistribution as described in this Paragraph, then the amount will revert to *cy pres*.
- c. Within twenty-one (21) days after the distribution of any remaining monies to Participating Individuals who cashed their Settlement Award check or to the *cy pres* recipient, the Class Administrator shall supply a declaration providing a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Class Members, the total number of Class Members to whom notice was sent and not returned as undeliverable, the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and value of checks not cashed, the amounts distributed to the *cy pres* recipient (if applicable), the administrative costs, the attorneys' fees and costs, and the attorneys' fees in terms of percentage of the settlement fund.

MISCELLANEOUS

43. **Class Action Fairness Act.** Defendant's Counsel shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement not later than ten (10) days after a proposed settlement of a class action is filed in court, pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715.

44. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA. Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA.

45. **No Admission of Liability.** Defendant expressly denies all of the allegations in the Action. Defendant expressly denies that it has violated the FLSA, the PAGA, California wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant or any of the Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendant or any wrongdoing or evidence of any wrongdoing by Defendant.

46. **Defendant's Legal Fees.** Defendant's legal fees and expenses in this Action shall be borne by Defendant.

47. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation. If a court issues a final judgment denying approval of the Settlement, or the Settlement is not finally approved, then within ten (10) business days after that final judgment all funds deposited into the Settlement Administrator's designated fund will be transferred back to Defendant in accordance with Defendant's instructions.

48. **Reduced Service Award, Fee Award, or Class Counsels' Actual Costs Not a Basis for Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels' Actual Costs Award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Actual Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award, or Class Counsels' Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Actual Costs Award shall be included in the Net Settlement Amount.

49. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

50. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Federal Rule of Civil Procedure 6), such time period shall be continued to the following business day. The term “days” shall mean calendar days unless otherwise noted.

51. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

52. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

53. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

54. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and 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. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Hunter Hughes, to resolve such disagreement.

55. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiff, Defendant, the Participating Individuals and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto 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 any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

56. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

57. **No Signature Required by Class Members.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

58. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

59. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

60. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: 

Conrad Reloj

Date: 04/14/2026, 2026

APPROVED AS TO FORM BY CLASS COUNSEL:



Carolyn Hunt Cottrell
Ori Edelstein
Robert E. Morelli, III
SCHNEIDER WALLACE
COTTRELL KIM LLP

Date: April 17, 2026

2000 Powell Street, Suite 1400
Emeryville, California 94608

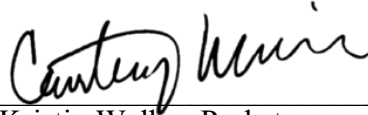
DEFENDANT:

Signed by: 
AE367C1028D042D...

Date: 4/28/2026, 2026

On behalf of Government Employees
Insurance Company Inc
Christopher Trumpower
Director, Assistant General Counsel

APPROVED AS TO FORM BY DEFENDANT' COUNSEL:



Date: April 29, 2026

Kristin Walker-Probst
Courtney C. Wenrick
BOND DICKINSON (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, California 92618

EXHIBIT A

EXHIBIT A

General Class Notice

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date, 2026

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

**Reloj v. Government Employees Insurance Company Inc, et al., United States District Court,
Southern District of California, Case Number No. 3:21-cv-01751-L-MSB**

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

A court authorized this notice. This is not a solicitation from a lawyer.

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class action lawsuit and the records of Government Employees Insurance Company, Inc. d/b/a GEICO (“Defendant”) show you performed work for Defendant in the state of California, sometime between October 8, 2018 and [the date of preliminary approval]. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

The purpose of this Notice is to inform you of the pending Settlement and your rights under it. Please understand this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you do nothing, you will be a “Participating Individual,” and you will be sent a settlement payment upon final approval of the Settlement, and the Class and PAGA releases of claims in Section 5 will apply to you. If you do nothing and you <u>have</u> already opted into the collective action in this case, the Collective release of claims in Section 5 will also apply to you. If you do nothing and you <u>have not</u> already opted into the collective action in this case, by cashing your settlement check, you will opt into the collective action, and the Collective release of claims in Section 5 will apply to you..

¹ This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

EXCLUDE YOURSELF OR “OPT OUT”	If you “opt out” of the lawsuit and choose not to be part of the Settlement as described below in Section 3, the Class release of claims and the Collective release of claims will not apply to you, and you <u>will not</u> receive any payment under this Settlement, except as described in the following sentence. If you are an Aggrieved Employee (defined below), you will receive a pro rata portion of the Net PAGA Amount (defined below) whether or not you “opt out” of the Settlement.
OBJECT	You may write an objection to the Court stating why you do not like the Settlement, as described below in Section 6. You may also appear in Court and explain why you object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, Southern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2026 at [REDACTED], before [JUDGE] at the [address and time].

2. What Is This Case About?

This lawsuit alleges that individuals whom Defendant employed as Auto Claim and/or Damage Adjusters (including similar roles with different titles) throughout the State of California, and who worked for Defendant between October 8, 2018 and [date of preliminary approval], were not provided meal and rest breaks, were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not paid all wages due upon termination, and were not provided timely and compliant itemized wage statements. This lawsuit also seeks recovery of unpaid wages, statutory damages, civil penalties for the State of California and individuals whom Defendant employed as Auto Claim and/or Damage Adjusters (including similar roles with different titles) and who worked for Defendant between October 2, 2019 and [date of preliminary approval] in California under the California Labor Code Private Attorneys

General Act (“PAGA”), interest, and attorneys’ fees and actual costs. The claims in this lawsuit are brought under the federal Fair Labor Standards Act (“FLSA”) and California law.

Defendant denies all liability and believes that it has defenses to these claims.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. How Will the Settlement Payment Be Distributed?

The Gross Settlement Amount is \$8,500,000 and any interest that may be earned upon this sum after it is placed in the Qualified Settlement Fund. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys’ fees and actual costs awarded by the Court, any enhancement payment to Plaintiff that is awarded by the Court, the Settlement Administrator’s costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by PAGA.

The attorneys for Plaintiff and the Settlement Class (referred to as “Class counsel”) will ask the Court to award them up to one-third (1/3) of the settlement amount, which is \$2,833,333.33, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their reasonable costs spent in litigating this case, not to exceed \$[AMOUNT]. No later than [DATE], Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees, which will be available to view on the Class Administrator’s website.

The Named Plaintiff, Conrad Reloj, will ask the Court to award him a service award in the amount of \$20,000 for his role as the named plaintiff prosecuting the above-entitled action and the *Reloj v. Government Employees Insurance Company Inc., et al.*, Alameda Superior Court, Case No. 21CV003563, matter on behalf of the State of California.

The Settlement Administrator’s costs are estimated to be no more than \$[AMOUNT], and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$127,000, and this payment will also come from the settlement fund.

28 individuals who previously opted into the collective action and who participated in the discovery process, including sitting for their deposition, the “Deposed Opt-Ins” will be eligible to receive an additional \$1,000 payment each. This will also come from the settlement fund. If you are eligible to receive this payment, there is an additional notice enclosed that addresses your rights.

The remainder of the settlement fund after subtracting the amounts described above is the “Net Settlement Amount” that will be distributed to Participating Individuals, which include Collective Members and Class Members who do not opt out of the Settlement.

4. If I Choose to Participate in the Settlement, How Much Can I Expect to Receive?

According to records maintained by Defendant, your total estimated settlement payment is \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendant’s timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendant’s records, you are estimated to have worked [REDACTED] workweeks for Defendant during the relevant period in the State of California.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties’ agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court’s approval in the Final Approval Order, if the total residual amount is less than \$95,000. If the total residual amount is \$95,000 or greater, a second distribution will occur to those Participating Individuals who cashed their check on a *pro rata* basis according to the workweek formula set forth in the settlement. After the second distribution, any residual monies will be paid to the Parties’ agreed upon *cy pres* recipient.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendant. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendant’s records, your Settlement Award will be determined based on Defendant’s records. Any disputes must be postmarked by [INSERT DATE OF NOTICE DEADLINE] and mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individuals based on the below formulas:

1. Participating Individuals who do not opt out shall receive a pro rata portion of the Net Settlement Amount as follows:

When calculating the individual Settlement Awards following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include Class Members who validly request exclusion from the Settlement but will assume that all Opt-In Plaintiffs cash their Settlement Award checks.

For each week during which the Participating Individual performed work for Defendant in the state of California between October 8, 2018 and Preliminary Approval, he or she shall receive one (1) shares of the Net Settlement Amount.

The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating individual's number of settlement shares to determine the Participating Individual's pro rata portion of the Net Settlement Amount

2. Aggrieved Employees under the PAGA shall also receive an equal portion of the Net PAGA Amount as follows:

Any Aggrieved Employee shall be eligible to receive a pro rata portion of the Net PAGA Amount based on his or her pay periods employed by Defendant in California during the time period between October 2, 2019 and the date of Preliminary Approval of the Settlement. The resulting Net PAGA Amount per Aggrieved Employee, if any, will be added to the Aggrieved Employee's share Sensitivity: Company-Internal of the Net Settlement Amount, to determine the Aggrieved Employee's Settlement Award.

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties; for the remainder of each Settlement Award, twenty-five percent (25%) of each Settlement Award shall be allocated as wages, seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases?

The Class Members who do not timely and validly request exclusion from the Settlement shall be bound by the below releases, as applicable.

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Participating Individuals release claims against Defendant and its present and former parent companies, subsidiaries, affiliated companies or entities, and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims (the Releasees).

- Released FLSA Claims:

Opt-In Plaintiffs who do not timely and validly request exclusion from the Settlement shall release all Releasees from the following rights or claims: any and all claims under the FLSA, including 29 U.S.C. §§ 206, 207 and 211 and that were pled or could have been pled based on or arising out of the factual predicates and/or allegations in the Action, including but not limited to those in the Operative Complaint, that arose between October 8, 2018 and the date of Preliminary Approval of this Agreement. The Parties intend and agree that the Final Approval Order and the judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law. Class Members who are not Opt-In Plaintiffs and who do not cash or deposit their Settlement Award checks, shall not release any claims against the Released Parties under the FLSA.

- Released Class Claims:

The Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims, other than claims under the FLSA, that are or could have been alleged in the Operative Complaint in the Action, any amendment(s) thereto based on the factual allegations contained therein that arose between October 8, 2018 and the date of Preliminary Approval of this Agreement, including such claims for: (1) failure to pay minimum wage for all hours worked in violation of California Labor Code sections 1194 and 1194.2, and the applicable IWC Wage Order(s); (2) failure to pay proper overtime wages in violation of California Labor Code section 510, 1197, and 1198, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of California Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of California Labor Code sections 226.7 and 512 and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in violation of California Labor Code section 1174; (6) failure to pay timely wages during employment in violation of California Labor Code sections 204 and 210; (7) failure to pay all wages due and owing at separation in violation of California Labor Code sections 201, 202, and 203; (8) failure to reimburse business expenses in violation of Labor Code sections 2802 and 2804; and (9) failure to provide complete and accurate wage statements in violation of California Labor Code sections 226 and 226.3.

- Aggrieved Employees will be subject to the following PAGA Release of Claims:

Plaintiff Reloj fully releases the claims and rights to recover civil penalties against the Releasees on behalf of the LWDA and Aggrieved Employees, to recover civil penalties, costs, expenses, attorneys' fees, or interest against the Releasees on behalf of Aggrieved Employees and LWDA for any California Labor Code or Wage Order violation alleged or that could have been alleged in Reloj's PAGA Letter or the operative Complaints in the Action, that arose during the PAGA Period. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law.

6. What Are My Rights?

- **Do Nothing:** If you do not timely and validly opt-out, you will automatically become a Participating Individual and receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions, as applicable. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if you request exclusion.
- **Opt-Out:** If you do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by [INSERT DATE]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), and last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award as a Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, except to the extent you are an Aggrieved Employee.** Aggrieved Employees will be bound by the PAGA component of the Settlement even if they request exclusion.
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by [INSERT DATE]. The statement must state the factual and legal grounds for your objection to the settlement and whether you intend to appear at the Final Approval Hearing. The statement must state your full name, address, and telephone number, and email address (if applicable), and must be signed by you. The statement must be filed by mailing it to the Court at the following address: Clerk of the Court, United States District Court for the Southern District of California, 333 West Broadway, Suite 420, San Diego, California 92101. You must also mail a copy of your objection to Class Counsel and Defendant’ counsel, at the addresses listed below by [INSERT DATE]:

Class Counsel

Carolyn H. Cottrell
Ori Edelstein
Robert E. Morelli, III
SCHNEIDER WALLACE
COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Defendant’ Counsel

Kristin Walker-Probst
Courtney C. Wenrick
BOND DICKINSON (US) LLP
400 Spectrum Center Drive, Suite 1700
Irvine, California 92618

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and must be filed with the Court and served upon Class Counsel and Defendant's counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. **If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.** The postmark date of mailings to the Court and Class Counsel and Defendant's Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than **[INSERT DATE – 10 business days before final approval hearing]**, orally at the Final Approval hearing, or as otherwise ordered by the Court.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendant or future work or employment with Defendant. It is unlawful for Defendant to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendant encourages you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell

Ori Edelstein

Robert E. Morelli, III

SCHNEIDER WALLACE

COTTRELL KIM LLP

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: (800) 689-0024

Facsimile: (415) 421-7105

ccottrell@schneiderwallace.com

oedelstein@schneiderwallace.com

rmorelli@schneiderwallace.com

9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$8,500,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to one-third (1/3) of Gross Settlement Amount (i.e., \$2,833,333.33) plus their out-of-pocket costs not found to be unreasonable by the Court, not to exceed \$ **AMOUNT**. Class Counsel will file a Motion for Attorneys' Fees and Actual Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement Class, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at **[INSERT URL]**, by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the **[INSERT ADDRESS]**, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE; OR GOVERNMENT EMPLOYEES INSURANCE COMPANY, INC. FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT B

Claims Admin Contact Info
Claims Admin ID <<ID>>

Mailing Date, 2026
<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

**Re: REMINDER TO CASH SETTLEMENT CHECK FOR CLASS AND
COLLECTIVE ACTION SETTLEMENT**

Dear <<FullName>>:

You previously were sent your payment from the settlement of the lawsuit entitled *Reloj v. Government Employees Insurance Company Inc., et al*, United States District Court, Southern District of California, Case No. 3:21-cv-01751-L-MSB (the “Lawsuit”). Our records show that you have not yet cashed your settlement check.

You will be bound by the Settlement, including the Class release, whether or not you cash or deposit the check. In addition, if you previously opted into the collective action in this case, you will be bound by the FLSA release, whether or not you cash or deposit the check. If you have not previously opted in to the collective action in this case, you will not be bound by the FLSA release unless you cash or deposit the check, but you will still be bound by the Class release, regardless.

If you wish to do so, please cash your check promptly. Your check will expire on _____ and then will be sent to the [cy pres recipient or to individuals who have cashed their checks].

If you have any questions about the settlement, you can visit the Settlement website at [INSERT URL]; contact Class Counsel toll-free at (800) 689-0024; view the public docket for the case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.casd.uscourts.gov>; or contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this letter.

Sincerely,

Claims Administrator

EXHIBIT 2

CASE NAME: RELOJ V. GEICO**Requesting Attorney:** Rocio D Espinoza**Plaintiff or Defense:** Plaintiff**Firm Name:** Schneider Wallace Cottrell Konecky LLP**Telephone:** (415) 421-7100**Email:** respinoza@schneiderwallace.com**Date:** May 22, 2025**Prepared By:** Dominique Fite, Esq.

50 Corporate Park, Irvine CA 92606

DFite@CPTGroup.com

Direct Number: (619) 613-1653**Main Number:** (800) 542-0900**FLSA/RULE 23 PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS****Total Class Size:** 835

FLSA Class Size: 835

FLSA Additional Payment Class: 28

Opt-In Filing Rate: 30%

RULE 23 Class Members: 835

RULE 23 Opt-Out Rate: 1.5%

PAGA Class Members: 835

Total Number of Checks Issued: 835**Language Translation Services:** No**Settlement Website:** Static Website**Notice Procedures:** Mail Email & Reminder**Undeliverable Mail Rate:** 8%**Payment Option:** Check**Unclaimed Funds:** Redistribution**Postage Total:** \$2,287.70**Grand Total:** \$28,745.29**CPT'S DISCOUNTED FEE:** \$23,000.00

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes. The Settlement Website will publish the full Notice and all relevant case documents for downloading.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
Sub Total:			\$2,215.00

DIRECT EMAIL NOTIFICATION

Counsel estimates that Defendant will provide email addresses for all Class Members. Before email notification, CPT will perform a third-party email validation scan to improve the success rate of deliverability and reduce the number of undeliverable emails.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager-Email Notice Format	\$95.00	2	\$190.00
Third-Party Email Validation	\$0.50	835	\$417.50
Email Notification: Setup/Establish/Formatting	\$150.00	3	\$450.00
Email Notification: Segmentation/Sending	\$150.00	4	\$600.00
Email Notification: Reporting/Monitoring	\$250.00	2	\$500.00
Email Summary Notices: Initial Notification (100%)	\$0.16	835	\$133.60
Updated Database: Undeliverable Email (10%)	\$0.16	84	\$13.36
Sub Total:			\$2,304.46

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page claim form will be mailed to FLSA class members, and a notice and exclusion form will be sent to RULE 23 class members. Twenty-eight collective members will be eligible to an additional settlement payment and will receive a supplemental notice (5-page notice and 1-page Opt-In). Documents will be mailed via U.S. mail.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	84	\$71.40
Print & Mail Notice Packets	\$1.25	835	\$1,043.75
Print & Mail Notice Packets - FLSA Additional Notice	\$1.25	28	\$35.00
First-Class Postage (up to 1 oz.)*	\$0.69	863	\$595.47
Sub Total:			\$2,070.62

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 8% of the notices will be undeliverable. Upon notification from USPS, CPT will perform a skip trace to locate a current address. Typically 70% of the undeliverable notice packets are eligible for remail with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	2	\$120.00
Update Undeliverable Mail Database	\$0.50	67	\$33.50
Skip Trace for Best Address	\$1.00	60	\$60.00
Print & Remail Notice Packets	\$1.25	47	\$58.75
First-Class Postage (up to 1 oz.)	\$0.69	47	\$32.43
Sub Total:			\$304.68

CLAIMS & EXCLUSION FORM PROCESSING

CPT will examine the submissions to identify and remove duplicates, fraudulent responses, or otherwise invalid claims submissions. CPT will process and verify claims, opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	5	\$750.00
Project Manager: Validate Claims	\$95.00	2	\$190.00
Clerical Staff	\$60.00	5	\$300.00
Claims & Opt-Out Processing	\$2.50	263	\$657.56
Print & Mail Deficiency/Dispute Notices	\$1.50	14	\$21.00
First-Class Postage (up to 1 oz.)	\$0.69	14	\$9.66
Review & Process Deficiency Responses	\$10.00	7	\$70.00
Sub Total:			\$1,998.22

CLASS MEMBER SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	126	\$378.00
Sub Total:			\$678.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholdings processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	835	\$83.50
Sub Total:			\$518.50

DISTRIBUTION SERVICES

of 8

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds. Reminder notice will be sent via email, mail, and phone call.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	835	\$2,087.50
First-Class Postage (up to 1 oz.)*	\$0.69	835	\$576.15
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	42	\$20.88
Skip Trace for Best Address	\$1.00	42	\$41.75
Remail Undeliverable Checks	\$2.50	38	\$95.00
First-Class Postage (up to 1 oz.)	\$0.69	38	\$26.22
Re-Issue Checks as Required	\$5.00	34	\$170.00
First-Class Postage (up to 1 oz.)	\$0.69	34	\$23.46
Project Manager-Email Notice Format	\$95.00	1	\$95.00
Email Reminder Notification: Setup/Formatting	\$150.00	2	\$300.00
Email ReminderNotification: Segmentation/Sending	\$150.00	2	\$300.00
Email Reminder Notification: Reporting/Monitoring	\$250.00	1	\$250.00
Email Reminder Notices	\$0.16	668	\$106.88
Print & Mail 1-Page Reminder Notice	\$1.00	668	\$668.00
First-Class Postage (up to 1 oz.)*	\$0.69	668	\$460.92
RoboDial Setup/Establish/Monitor	\$250.00	1	\$250.00
RoboCall Reminder	\$0.55	501	\$275.55
Sub Total:			\$9,537.31

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

REDISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	752	\$1,878.75
First-Class Postage (up to 1 oz.)*	\$0.69	752	\$518.54
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	38	\$18.79
Skip Trace for Best Address	\$1.00	38	\$37.58
Remail Undeliverable Checks	\$2.50	34	\$85.00
First-Class Postage (up to 1 oz.)	\$0.69	34	\$23.46
Re-Issue Checks as Required	\$5.00	31	\$155.00
First-Class Postage (up to 1 oz.)	\$0.69	31	\$21.39
Sub Total:			\$6,078.50

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties. Unclaimed funds will revert to a Cy Pres designated by the parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Revert to Cy Pres	Included	1	Included
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

Total Administration Costs: \$28,745.29

Courtesy Discount: -\$5,745.29

CPT'S DISCOUNTED FLAT FEE: \$23,000.00

TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("CPT") to Client. Each of Client and CPT is a "Party" to this Agreement, and collectively, the "Parties".

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Agreement"** means these Terms and Conditions and the Bid.
 - c) **"Applicable Laws"** means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) **"Approved Bank"** means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) **"Bid"** means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) **"Case"** means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) **"Class"** means Members and putative Members collectively.
 - h) **"Client"** means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named Party and/or Parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney(s) of record for the Defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Member"** means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) **"Member Content"** means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) **"Member Data"** means proprietary or personal data regarding Members under this Agreement.
 - q) **"Parties To The Case"** shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - s) **"Plaintiff Counsel"** means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) **"Products"** means any and all CPT Services and work product resulting from Services.
 - u) **"Qualified Settlement Fund"** or **"QSF"** means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) **"Settlement Agreement"** means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) **"Settlement Amount"** means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) **"Software"** means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) **"Transmission Methods"** means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) **"Term"** means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. **Client Obligations.** Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. **CPT Obligations.** CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. **Security.** Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) **Incident Notification.** In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "Security Incident"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) **Response Procedures.** In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

6. Qualified Settlement Fund Account. When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. . In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account.
8. Term and Termination.
 - a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
9. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii)

- a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. Intellectual Property. CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. Liability.
 - a) Liability Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and

certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
- f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and

nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

SCHNEIDER WALLACE
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*Attorneys for Plaintiff, the Collective, the Putative Class,
Aggrieved Employees and the State of California*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CONRAD RELOJ, on behalf of all
others similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY INC. d/b/a
GEICO,

Defendant.

Case No. 3:21-cv-01751-L-MSB

**DECLARATION OF RYAN
BONNER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Location: Courtroom 2C

Honorable Magistrate Michael S. Berg

Action filed: October 8, 2021

Trial date: None set

1 I, Ryan Bonner, hereby declare as follows:

2 1. I am an attorney at law licensed to practice before all of the courts of
3 the State of California. I am the E-Discovery Manager at Schneider Wallace Cottrell
4 Konecky LLP ("SWCK"), Plaintiff's firm.

5 2. I am thoroughly familiar with and have personal knowledge of
6 Defendant' Government Employees Insurance Company Inc. d/b/a GEICO's
7 evidence produced during the regular course of this litigation.

8 3. I submit this declaration in support of Plaintiffs' Motion for Preliminary
9 Approval of Class Action Settlement. If called as a witness, I could and would
10 competently testify thereto.

11 4. On or around July 23, 2023, Defendant GEICO began producing
12 electronically stored information (ESI) related to the upcoming Opt-In Depositions.

13 5. Through May 23, 2024, Defendant GEICO produced approximately
14 1,016.36 GB of data, totaling over 6 million pages. These productions were provided
15 either as raw Outlook exports (.pst) or in the standard E-Discovery platform format,
16 including load files (.dat/.opt) and metadata fields.

17 6. Based on my opinion and experience, reviewing this volume of
18 documents in their produced format would not have been feasible or efficient without
19 processing and hosting them on the Relativity platform.

20 7. Once uploaded, the documents were reviewed for relevance and potential
21 deposition exhibits by myself, and other staff attorneys.

22 8. On September 24, 2024, following a preliminary settlement with
23 Defendant GEICO, the documents were placed in cold storage to mitigate hosting
24 costs while preserving work product until a formal settlement was approved.

25
26 I declare under penalty of perjury under the laws of the State of California that
27 the foregoing is true and correct.
28

1 Executed on April 7, 2025 at Emeryville in
2 California.

3
4 
5 Ryan Bonner

SCHNEIDER WALLACE
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*Attorneys for Plaintiff, the Collective, the Putative Class,
Aggrieved Employees and the State of California*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

CONRAD RELOJ, on behalf of all
others similarly situated,

Plaintiff,

v.

GOVERNMENT EMPLOYEES
INSURANCE COMPANY INC. d/b/a
GEICO,

Defendant.

Case No. 3:21-cv-01751-L-MSB

**DECLARATION OF CONRAD
RELOJ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS,
COLLECTIVE, AND PAGA
ACTION SETTLEMENT**

Date: August 24, 2026

Time: 1:30 p.m.

Location: Courtroom 2C

Honorable Magistrate Michael S. Berg

Action filed: October 8, 2021

Trial date: None set

DECLARATION OF CONRAD RELOJ

I, Conrad Relej, declare as follows:

1. I am a named plaintiff and a representative of the Collective, and named plaintiff of the putative class action in the above-captioned matter (the “Action”) against Defendant Government Employees Insurance Company Inc. d/b/a GEICO (“Defendant”).

2. I am over the age of eighteen. The following statements are based on my personal knowledge. I submit this Declaration in Support of Plaintiffs’ Motion for Preliminary Approval of Class, Collective, And PAGA Action Settlement (“Motion”). If called upon to testify as to the matters stated herein, I could and would do so competently.

3. I was employed by Defendant from approximately 1999 to December 2020 as a Claim Adjuster in San Diego, California. As an Adjuster, I was required to meet a quota of processing or working on a certain number of claims or inspections and taking a certain number of customer calls within a given period. As a result of Defendant’s set expectations, I believe: Defendant incorrectly calculated my earned wages; Defendant did not pay me for all the time worked while off the clock at the minimum wage or overtime wage rate; Defendant required me to remain on duty during my meal and rest breaks, or I missed, had late, or shortened meal breaks and Defendant did not pay me a meal period premium.

4. I knew that my co-workers had similar experiences. I wanted to do something about these issues for all of us. That led me to bring this class, collective, and PAGA action.

5. In addition to the above-captioned matter, I have filed a case against GEICO in the Superior Court for the County of Alameda, asserting claims under the California Private Attorneys General Act, which are also being resolved as a result of the Settlement in this Case (Case No. 21CV003563).

6. Prior to filing the case, I had multiple telephone conversations with my

1 attorneys about my work experiences and possible claims.

2 7. I knew there was no guarantee we would be successful in the case and that
3 there was a significant chance of protracted litigation. I realized that my name would
4 be associated with a class action, and that this information could be visible to others. I
5 also understood that I may spend a significant amount of time in the discovery process.

6 8. Additionally, I realized that my name would be on multiple cases, and that
7 this information could be visible to others. This is particularly significant for me,
8 because I knew I was placing myself at personal risk. For example, I faced risk to my
9 reputation in my community as a result of stepping forward publicly in a class action;
10 risk to my reputation as it concerns my future employment opportunities; risk that I
11 would be subject to intrusive discovery and time demands in this litigation; and risk
12 that I would have to pay defense costs if I lost this case. These risks are front and center
13 for me because this lawsuit may be visible to future employers.

14 9. Nevertheless, I felt strongly that Defendant had unlawful wage and hour
15 policies. I therefore decided to proceed as a representative plaintiff and file a lawsuit.
16 I understood that I would serve as a named plaintiff, the representative of a proposed
17 class of California Adjusters, a representative of a proposed collective of California
18 Adjusters, and the representative employee for claims under the California Labor Code
19 Private Attorneys General Act.

20 10. Serving as a named plaintiff was a major time commitment and demanded
21 my attention and focus. Although I knew being a class representative was a serious and
22 time-consuming commitment, I felt a sense of duty to represent my co-workers who
23 faced the same difficulties that I did but were too afraid to challenge Defendant's
24 practices.

25 11. I worked with my attorneys to review facts and answer questions so they
26 could draft the complaint. My attorneys filed my initial class and collective complaint
27 in *Reloj v. Government Employees Insurance Company Inc.*, in the United States
28 District Court for the Southern District of California, Case No. 3:21-cv-01751-L-MSB

1 on or about October 8, 2021. My attorneys filed my PAGA Complaint in *Rejoj v.*
2 *Government Employees Insurance Company Inc., et al.*, Superior Court of California,
3 County of Alameda, Case Number 21CV003563, on or about December 6, 2021.

4 12. Throughout this action, I have been in frequent communication with my
5 attorneys to keep apprised of the status of the litigation and answer questions as needed.
6 I have kept up to date on the status at every phase, including discovery.

7 13. In May of 2022, I assisted my attorneys with the drafting of a declaration
8 on my behalf in support of Plaintiff's Motion for Conditional Class Certification.

9 14. My deposition was taken on May 20, 2022. I met with my attorneys prior
10 to my deposition to prepare for several hours.

11 15. I assisted my attorneys with responding to several sets of discovery in this
12 action.

13 16. I also assisted my attorneys to subpoena my cell phone records from
14 AT&T.

15 17. In April 2024, I assisted my attorneys with the drafting of a declaration
16 on my behalf in support of Plaintiff's Motion for Class Certification.

17 18. In advance of the handful of mediations that happened in this case, I
18 assisted my attorneys in preparing for the mediations and was available to answer
19 questions from my attorneys. I remained on-call during several mediations and stayed
20 updated regarding the process.

21 19. After we reached an agreement in principle, I reviewed the memorandum
22 of understanding and discussed it with my attorneys before signing it.

23 20. Subsequently, I carefully reviewed the proposed long-form Settlement
24 and discussed it with my attorneys before signing it. The Settlement is a very lengthy
25 document, and I reviewed it closely. Based on my review and my attorneys' evaluation
26 and recommendation, I believe the Settlement is fair and reasonable and the proposed
27 Service Award is fair and reasonable.

28 21. In sum, I worked with my attorneys to prepare the complaints; provided

documents and information regarding my experience working for Defendant; attended my deposition on or around May 20, 2022, responded to several sets of discovery requests, stayed up to date on the case, the mediation processes and settlement discussions; and otherwise remained in regular contact with my attorneys. Over the course of this litigation, I estimate I have contributed at least 80 hours of my own time to the litigation of these claims.

22. To make this proposed Settlement a reality, I understand that I agreed to a broader release than other Class and Collective Members, who were not subjected to discovery. But I am willing to agree to this broader release because I know it helped the parties reach a compromise that I believe is a great result for the Class and Collective Members I represent. I took my role as Class and Collective Representative to heart and took my duties as Class representative very seriously. Although I was concerned that my participation in this case could result in negative personal or employment consequences, that did not stop me from stepping forward as a representative and named plaintiff to help my fellow Class and Collective Members who went through the same struggles I did with Defendant.

23. Aside from payment I am eligible to receive as a Class and Collective Member, and any Service Award the Court may order in its discretion for serving as Class Representative, I am not receiving any other benefits from this Settlement.

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

Executed on 04 / 07 / 2025 at San Diego,
California.



Conrad Relej