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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

ANTHONY GUTIERREZ, as an individual
and on behalf of those similarly situated,

Plaintiff,

vs.

OPTIONS FOR YOUTH-VICTOR
VALLEY, INC., a California Corporation;
OPTIONS FOR YOUTH-ACTION, INC., a
California Corporation; OPTIONS FOR
YOUTH-CALIFORNIA, INC., a California
Corporation; OPTIONS FOR
YOUTH-DUARTE, INC., a California
Corporation; OPTIONS FOR
YOUTH-SAN BERNARDINO, INC., a
California Corporation; OPTIONS FOR
YOUTH-SAN GABRIEL, INC., a
California Corporation; OPTIONS FOR
YOUTH-SAN JUAN, INC., a California
Corporation; and Does 1 through 50,
Inclusive,

Defendants.

Case No. CIVSB2132685

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

Hearing Date: January 18, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Jessica Morgan
Dept: 26

Date Filed: November 24, 2021
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendants Options For
9 Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-California, Inc.,
10 Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options for Youth-San
11 Gabriel, Inc., and Options for Youth-San Juan, Inc. (“Defendants”), which motion seeks entry of an
12 order: (1) preliminarily approving the proposed settlement of this class action with Defendants; (2)
13 for settlement purposes only, conditionally certifying the Class, which is comprised of “all
14 individuals who were employed by Defendants in California and who were classified as a
15 non-exempt employee at any time during the Class Period” of September 23, 2020 through July 7,
16 2023; (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally
17 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw,
18 Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP as Class Counsel for the Class; (5) approving the form and method for providing class-
20 wide notice; (6) directing that notice of the proposed settlement be given to the Class; (7)
21 appointing ILYM Group as the Administrator; and (8) scheduling a final approval hearing date
22 proposed for June 19, 2024 (or as soon thereafter as is available for the Court) to consider
23 Plaintiff’s motion for final approval of the settlement and for approval of attorneys’ fees and
24 expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA
25 Settlement Agreement (“Agreement”) along with exhibits thereto. The form of the Agreement is
26 based upon the Los Angeles County Superior Court model form for a class and PAGA settlement.
27 This Declaration incorporates by reference the definitions in the Agreement, and all terms defined
28

1 therein shall have the same meaning as set forth in the Agreement.

2
3 Fairness of Settlement

4 3. As consideration for this Settlement, the Gross Settlement Amount is Seven Hundred
5 Fifty Thousand Dollars (\$750,000) to be paid by Defendants, as set forth in the Agreement. The
6 Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be
7 made in full and final settlement of the Released Class Claims. The Gross Settlement Amount
8 includes all payments of Individual Class Payments to the Participating Class Members,
9 Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation
10 Expenses Payment, Class Representative Service Payment, and the PAGA Payment. The Gross
11 Settlement Amount does not include the employer's share of payroll taxes which will be separately
12 paid by Defendants. The Settlement is all-in with no reversion to Defendants and no need to submit
13 a claim form.

14 4. The relief provided in the Settlement will benefit all members of the Class. The
15 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
16 Payments to the Class Members are all determined under a neutral methodology. Each
17 Participating Class Member will receive the same opportunity to participate in and receive payment
18 through a neutral formula that is based upon the Class Pay Periods worked by that individual.

19 5. On May 8, 2023, the Parties participated in an all-day mediation session presided
20 over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage and hour class
21 actions. In preparation for the mediation, Defendants provided Class Counsel with necessary
22 information for the members of the Class, including payroll data and data concerning the
23 composition of the Class. Plaintiff analyzed the data with the assistance of damages expert, Berger
24 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.
25 Following this all-day mediation, the Parties agreed to this Settlement, which was memorialized in
26 the form of a Memorandum of Understanding. The final settlement terms were negotiated and set
27 forth in the Agreement now presented for this Court's approval. Importantly, Plaintiff and Class
28

1 Counsel believe that this Settlement is fair, reasonable and adequate.

2 6. Based upon 926 Class Members who collectively worked 22,545 Class Pay Periods
3 (Agreement at ¶ 4.1), the Gross Settlement Amount provides a value of \$809 per Class Member and
4 \$33 per Workweek and after deductions, the Net Settlement Amount provides an average recovery
5 of \$426.56 per Class Member and a recovery of \$17.52 per Workweek. The PAGA Penalties 25%
6 allocation to the 926 Aggrieved Employees calculates to \$13.49 per Aggrieved Employee and \$0.55
7 per PAGA Pay Period. The calculations to compensate for the amount due to the Class Members at
8 the time this Settlement was negotiated were calculated by Plaintiff's expert, Berger Consulting, in
9 advance of mediation. Class Counsel analyzed the data for putative class members and determined
10 the potential maximum damages for the class claims. For the Class, the maximum value of the
11 claim for unpaid wages due to alleged rounding was \$30,560, the maximum value of the claim for
12 unpaid wages due to the alleged miscalculation of the regular rate was \$16,508, the maximum value
13 of the claim for unpaid wages due to alleged off-the-clock work was \$1,242,265, the maximum
14 potential damages for unpaid meal premiums were estimated to be \$47,806 based upon a 1.7%
15 violation rate and after deduction for meal premiums paid, the maximum potential rest period
16 damages were estimated to be \$67,924 based upon the same 1.7% violation rate, and the maximum
17 potential damages for failure to provide expense reimbursement were calculated to be \$53,020. In
18 total, the damages for the Class were calculated to have a maximum potential total value of
19 \$1,467,084. In addition, Plaintiff calculated that the maximum value of the potential waiting time
20 penalties were between \$185,868 and \$3,170,374, depending on the predicate unpaid wage
21 violation, and the maximum value of the potential wage statement penalties were \$1,925,550.¹
22 Defendants vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the

23 _____
24 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
25 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
26 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages
27 for meal or rest periods or other wages were owed given Defendants' position that Plaintiff and
28 Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th
576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

1 Gross Settlement Amount represents more than 51% of the potential maximum damages at issue for
2 the Class in this case, assuming these amounts could all be proven in full at trial.² The above
3 maximum calculations should then be adjusted in consideration for both the risk of class
4 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
5 Settlement as compared to the potential value of the claims, the Settlement is most certainly fair and
6 reasonable.

7
8 Procedural History of the Litigation

9 7. On July 29, 2021, Plaintiff filed with the LWDA and served on Defendants a
10 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
11 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA
12 Notice"). A true and correct copy of the PAGA Notice is attached hereto as Exhibit #3.

13 8. On November 24, 2021, Plaintiff commenced this Action by filing a Representative
14 Action Complaint against Defendants in the Superior Court of the State of California, County of
15 San Bernardino (the "PAGA Action"), alleging one cause of action for Civil Penalties Pursuant to
16 Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221,
17 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
18 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.

19 9. As reement, the Parties stipulated to the filing of a First Amended Class Action and
20 Representative Action Complaint that adds the Class Claims into the PAGA Action for the same
21 underling violations that are pled in the PAGA Action, and for any claims arising from the same set
22 of acts as stated in the PAGA Representative Action Complaint. The First Amended Class Action
23 and Representative Action Complaint, which was filed on October 4, 2023, shall be the operative
24 complaint in the Action (the "Operative Complaint").

25
26
27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included
28 the PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in
the Decl. Nordrehaug at ¶ 33.

1 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
2 including production of documents, class data, and other information, allowing for the full and
3 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff performed both
4 formal and informal discovery, which included the production and analysis of hundreds of pages of
5 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the
6 class; (2) payroll data for the Class and time punch data covering 74% of the shifts for the Class; (3)
7 Defendants' wage and hour policies and job descriptions; (4) the employment file for the Plaintiff;
8 and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the
9 data and information for the Class, which was sufficient for Plaintiff's expert to prepare the
10 valuations of the claims for the Class.

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

17 12. Plaintiff and Defendants agreed to discuss resolution of the Action through a
18 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
19 documents and information in connection with the Action. On May 8, 2023, the Parties participated
20 in an all-day mediation presided over by Hon. Carl. J. West (Ret.), a respected jurist and
21 experienced mediator of wage and hour class actions. Following the mediation, each side,
22 represented by its respective counsel, were able to agree to settle the Action based upon a
23 mediator's proposal which was memorialized in a memorandum of understanding. The Parties then
24 negotiated the final terms of the settlement as set forth in the Agreement. At all times, the
25 negotiations were arm's length and contentious.

26 13. Although a settlement has been reached, Defendants deny any liability or
27 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for
28

1 any purpose other than settlement, the Actions are appropriate for class and/or representative
2 treatment. Defendants contend, among other things, that they have properly compensated the Class
3 Members and complied at all times with the California Labor Code, applicable Wage Order, and all
4 other laws and regulations. Further, Defendants contend that class certification is inappropriate for
5 any reason other than for settlement. Plaintiff contends that Defendants violated California wage
6 and hour laws. Plaintiff further contends that the Action is appropriate for class certification on the
7 basis that the claims meet the requisites for class certification. Without admitting that class
8 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
9 purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement purposes is
10 not an admission that class certification is proper. Further, the Agreement is not admissible in this
11 or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for
12 purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
13 class certification with respect to the Class are satisfied.

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

24
25 Settlement Terms and Plan of Allocation

26 15. The Gross Settlement Amount is Seven Hundred Fifty Thousand Dollars (\$750,000).
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28

(Agreement at ¶ 1.25.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.25.) The Gross Settlement Amount does not include Defendants' share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

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

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.31 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Class Pay Periods worked. (Agreement at ¶ 3.2(e).) Wclass Pay Periods will initially be based on Defendants' records; however, Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,

1 including those who submit an opt-out request, will still be paid their allocation of the PAGA
2 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their
3 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the
4 Class Members of their right to object to the Settlement and/or dispute their pay periods.
5 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

6 19. A Participating Class Member must cash his or her Individual Class Payment check
7 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
8 180 days will be voided and any funds represented by such checks paid to the California
9 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
10 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
11 (Agreement at ¶ 5.4.)

12 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the
13 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid
14 for settlement administration in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(c).)

15 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
16 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
17 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
18 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶
19 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
20 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

21 22. Subject to Court approval, \$50,000 will be paid from the Gross Settlement Amount
22 for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
23 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i), the PAGA
24 Payment shall be allocated as follows: 75% (\$37,500) shall be allocated to the Labor Workforce
25 Development Agency ("LWDA") as its share of the civil penalties and 25% (\$12,500) allocated to
26 the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number
27 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying
28

1 proof of service, the LWDA has been served with this motion and the Agreement.

2
3 Risks of Continued Litigation and Standards for Approval

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

11 24. Here, a number of defenses asserted by Defendants present serious threats to the
12 claims of the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices
13 complied with all applicable Labor laws. Defendants argued that all work time was properly
14 recorded and paid for and that there was no miscalculation of the regular rate. Defendants argued
15 that any rounding was facially neutral and therefore lawful. *See See's Candy Shops, Inc. v. Sup. Ct.*,
16 210 Cal.App.4th 889, 901(2012) (holding rounding policies are only lawful if they are consistently
17 applied and, on average, favor neither overpayment nor underpayment of wages); Defendants
18 contend that its meal and rest period policies fully complied with California law and Defendants did
19 not fail to provide the opportunity for legally required meal and rest breaks. As to expense
20 reimbursement, Defendants contended that it did not fail to provide reimbursement for necessary
21 business expenses and that there were no such expenses that had not already been reimbursed or
22 that claimed expenses were incurred voluntarily and/or for the convenience of employees and is
23 therefore not required reimbursement. Defendants argued that the decisions in *Brinker v. Superior*
24 *Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108
25 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's
26 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendants
27 also argue that based on their facially lawful practices, they acted in good faith and without
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1 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
2 wage statements. If successful, Defendants' defenses could eliminate or substantially reduce any
3 recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendants
4 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

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

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

20 27. Plaintiff will apply to the Court for Class Representative Service Payment in
21 consideration for his service and for the risks undertaken on behalf of the class. (Agreement at ¶
22 3.2(a).) Plaintiff performed his duties admirably by working with Class Counsel. A declaration of
23 the Plaintiff is presented herewith in support. For purposes of this preliminary approval stage, the
24 requested service award of \$10,000 is well within the accepted range of awards for purposes of
25 preliminary approval. *See e.g. Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386
26 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351); *Holman v.*
27 *Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000
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1 service award where class member recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007
2 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award of \$10,000 where class
3 member recoveries were as little as \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
4 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
5 overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007)
6 (awarding \$25,000 service award in overtime class action and a pool of \$100,000 in enhancements
7). As explained in *Glass*, service awards are routinely awarded to class representatives to
8 compensate the employees for the time and effort expended on the case, for the risk of litigation, for
9 the fear of suing an employer and retaliation there from, and to serve as an incentive to vindicate the
10 statutory rights of all employees. 2007 WL 221862 at *16-17. Below, I provided a long list of
11 similar Court-approved service awards.

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

22 29. Based on the foregoing data and their own independent investigation and evaluation,
23 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
24 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
25 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
26 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
27 Counsel for both parties possessed sufficient information to make an informed judgment regarding
28

1 the likelihood of success on the merits and the results that could be obtained through further
2 litigation.

3
4 Class Certification Issues

5 30. Plaintiff contends that the proposed settlement meets all of the requirements for class
6 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
7 the Court may appropriately approve the Class as defined in the Agreement. This Court should
8 conditionally certify the Class for settlement purposes only, defined as follows:

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

11 (Agreement at ¶ 1.6.)

12 The “Class Period” is from September 23, 2020 through July 7, 2023. (Agreement at ¶ 1.15.)

13 a. **Numerosity** - Here, Plaintiff asserts that the 926 individuals who comprise
14 the Class can be identified based on Defendants’ records and are sufficiently numerous for class
15 certification.

16 b. **Common Issues Predominate** - Here, Plaintiff contends that common
17 questions of law and fact are present, and specifically the common questions of whether
18 Defendants’ practices were lawful, whether Class members were lawfully compensated for all hours
19 worked, whether Defendants properly calculated wages, whether the Defendants’ alleged rounding
20 practices were lawful, whether the Defendants failed to provide all legally required meal and rest
21 periods to class members, whether Defendants failed to provide required expense reimbursement,
22 and whether Class Members are entitled to damages and penalties as a result of these practices.
23 Plaintiff contends that certification of this Class is appropriate because Defendants allegedly
24 engaged in uniform practices with respect to the Class Members. As a result, these common
25 questions of liability could be answered on a class wide basis.

26 c. **Typicality** - In the instant case, Plaintiff contends that there can be little
27 doubt that the typicality requirement is satisfied. The Plaintiff worked for Defendants as a non-
28 exempt employee during the Class Period. Plaintiff contends that, like every other member of the

1 Class, he was subject to the same practices and policies of Defendants and was subject to the same
2 defenses. Thus, Plaintiff asserts that the claims of the Plaintiff and the Class Members arise from
3 the same course of conduct by the Defendants, involve the same employment policies and practices
4 of Defendants, and are based on the same legal theories.

5 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
6 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
7 with other class members, and (b) will prosecute the case vigorously on behalf of the Class. This
8 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class
9 and has actively participated in the prosecution of this case to date. Plaintiff effectively
10 communicated with Class Counsel, provided documents and information to Class Counsel, and
11 participated in the investigation and resolution of the Action. The personal involvement of the
12 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.
13 Second, Plaintiff retained competent counsel who are experienced in employment class actions and
14 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those
15 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of
16 facts and legal theories.

17 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
18 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
19 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
20 experience. We have handled a number of class actions and complex cases and have acted both as
21 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
22 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
23 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
24 employment law class actions, including claims for misclassification, overtime, expense
25 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
26 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
27 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
28 adequate counsel by the courts throughout California. We have been approved as experienced class

1 counsel by both state and federal courts in California in contested class certification proceedings. A
2 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
3 settlement is defined as “all individuals who were employed by Defendants in California and who
4 were classified as a non-exempt employee at any time during the Class Period.” I have reviewed
5 my firm’s cases and representation of other plaintiffs and there is no conflict or representation
6 which would prevent my firm from representing the interests of the Class this case. My firm only
7 represents employees, and not employers. My firm has never represented Defendant nor any
8 affiliate of the Defendant. My firm’s only interest in the subject matter of this litigation is to ensure
9 a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the
10 claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other
11 employees and classes as the claims are all against different and distinct employers. I can think of
12 no conflict that would arise in our representation of the Class and our adequate representation of the
13 Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery
14 for the Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the
15 Administrator for this settlement. Thus, the adequacy requirement for my firm is satisfied.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
18 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
19 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
20 including a description of the applicable release; (iii) information to the Class Members regarding
21 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
22 each of the Class Members; (iii) the amount of attorneys’ fees and expenses to be sought; (v) the
23 amount of the Plaintiff’s service award request; and (vi) the anticipated expenses of the
24 Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from
25 the date that the Notice is mailed to them (the “Response Deadline”) to request exclusion (opt-out)
26 or to submit an objection, which response Deadline shall be extended by 14 days in the event of a
27 re-mailing. (Agreement at ¶¶ 1.43, 8.5, 8.7.) Class Members shall be given the opportunity to
28 object to the Settlement and/or requests for attorneys’ fees and expenses and to appear at the Final

1 Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper
2 request to opt-out will automatically receive a payment of their Individual Class Payment. This
3 notice program was designed to meaningfully reach the Class Members and it advises them of all
4 pertinent information concerning the Settlement.

5
6 33. The PAGA Claim -

7 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
8 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
9 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
10 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
11 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
12 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
13 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
14 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
15 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
16 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
17 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
18 class members." (LWDA Response at p.4).

19 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the
20 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between
21 \$1,127,250 and \$2,254,500 for a single violation in every one of the estimated 22,545 pay periods
22 at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the
23 case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of
24 Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the
25 maximum rate per pay period but without stacking.³ The PAGA allocation in the Settlement is

26 _____
27 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
28 The valuation of between \$1,127,250 and \$2,254,500 is the civil penalty amount without stacking.
If stacking is permitted, then the valuation increases with each additional penalty added to each pay

1 \$50,000. This allocation is justified by several important considerations. First, the PAGA claim
2 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
3 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
4 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
5 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
6 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Second,
7 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
8 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
9 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
10 PAGA claim. Even if we assume that violations for all 22,545 pay periods were established, using
11 the valuation from *Carrington* results in a potential recovery of only \$112,725 under PAGA. This
12 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
13 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
14 reasoning of the LWDA in *O'Connor v. Uber*.

15 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
16 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
17 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
18 approximately 6% of the total settlement value to resolve the PAGA claims applicable to the class
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
20 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
21 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs*,

26
27
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed.

1 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
2 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
3 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
4 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
5 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
6 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
7 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
8 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
9 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
10 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
11 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
12 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
13 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
14 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
15 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
16 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
17 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
18 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
19 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
20 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
21 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
22 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
23 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
24 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
25 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
26 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
27 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
28 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case

No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP 4881), Judge William Claster awarded Class

1 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, *in*
2 *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David
3 Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17,
4 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004)
5 Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On
6 April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No.
7 CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class
8 action settlement. On May 23, 2022, in *Ettdgui v. WB Studio Enterprises Inc.*, (United States
9 District Court, Central District of California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C.
10 Scarsi awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022,
11 in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967),
12 Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13,
13 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-
14 00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class
15 action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*,
16 (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
17 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September
18 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
19 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
20 action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego
21 Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage
22 and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.*
23 (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee
24 award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
25 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer,
26 Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in
27 *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa
28 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in

1 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No.
2 CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class
3 settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
4 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and
5 hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company* (Stanislaus County
6 Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-third fee award in a
7 wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego
8 County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney approved a one-third
9 fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San
10 Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a
11 one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the
12 common fund is therefore reasonable in light of the fees that have been awarded in other similar
13 cases.

14
15 35. Class Representative Service Payment - The reasonableness of the requested service
16 award is also established by reference to the amounts that other California courts have found to be
17 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
18 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
19 award); *Aguir v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
20 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
21 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
22 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
23 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
24 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
25 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
26 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
27 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
28 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.

1 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
2 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
3 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
4 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
5 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
6 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
7 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
8 2011)(awarding \$10,000 service award together with additional compensation for their general
9 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
10 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
11 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
12 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
13 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
14 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
15 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
16 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
17 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
18 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
19 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
20 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
21 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
22 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
23 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
24 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
25 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
26 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
27 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
28 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*

1 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
2 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
3 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
4 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
5 1, 2018) (awarding \$10,000 service award).

6
7 36. Potentially Related Other Actions - I am unaware of any other related cases pending
8 against Defendants which would be impacted by this settlement. I have searched the LWDA
9 database which evidences that there are no other currently pending PAGA notices served against
10 Defendant (other than PAGA Notice served in this case).

11 37. Administration - After seeking bids from qualified administrators, the estimate from
12 ILYM Group is was selected, as it provided for an estimate of \$19,450 to perform the settlement
13 administration for a class of up to 1,019, with any difference between the actual expenses and the
14 budget of \$20,000 to be retained in the Net Settlement Amount for distribution to the Class. I have
15 used ILYM Group successfully as the administrator in more than twenty class settlements in the last
16 few years and know them to be competent and experienced. My firm has no relationship or
17 connection with ILYM Group, and thus no conflict of interest exists. Attached hereto as Exhibit #4
18 is a true and correct copy of the estimate for administration from ILYM Group.

19
20 38. Service on the LWDA: At the same time as the filing and service of this declaration,
21 I am also serving the LWDA with the entire motion for preliminary approval which includes the
22 Class Action and PAGA Settlement Agreement. This service is verified by the accompanying proof
23 of service.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 20th day of December, 2023, at La Jolla, California.

26
27 
28 Kyle Nordrehaug

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Anthony Gutierrez (“Plaintiff”) and defendants Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants and Options for Youth-Burbank, Inc. and Options for Youth-Upland, Inc. captioned Anthony Gutierrez v. Options for Youth-Victor Valley, Inc., *et al.* Case No. CIVSB2132685, initiated on November 24, 2021, and pending in Superior Court of the State of California, County of San Bernardino, including the Complaint and the First Amended Complaint.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Amended Complaint” or “Operative Complaint” shall refer to the First Amended Complaint filed by Plaintiff in the Action. The Amended Complaint was submitted pursuant to stipulation of the Parties on October 4, 2023.
- 1.6. “Class” means all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the Class Period.
- 1.7. “Class Claims” means the Operative Complaint and individual and class-action claims, including claims for unfair competition, failure to pay minimum and overtime wages, failure to provide lawful meal and rest periods, failure to provide accurate wage statements, failure to reimburse for required business expenses, failure to time pay wages, and failure to pay sick pay.

- 1.8. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.10. “Class and Aggrieved Employee Data” means a list of all Class Members and Aggrieved Employees in Defendants’ possession that includes name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Class Pay Periods and PAGA Pay Periods worked.
- 1.11. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.12. “Class Member and Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.13. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.14. “Class Pay Period” means any pay period during the Class Period in which a Class Member worked for any Defendant as a Class Member for at least one day.
- 1.15. “Class Period” means the period of time from September 23, 2020 through July 7, 2023.
- 1.16. “Class Representative” means Anthony Gutierrez, the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

- 1.17. “Class Representative Service and General Release Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiff, including a waiver of rights under California Civil Code Section 1542, as discussed in Paragraph 6.1(a).
- 1.18. “Court” means the Superior Court of California, County of San Bernardino.
- 1.19. “Defendants” mean Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc.
- 1.20. “Defense Counsel” means Millicent N. Sanchez and Lori M. Yankelevits of Swerdlow Florence Sanchez Swerdlow & Wimmer, A Law Corporation.
- 1.21. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no objection to the settlement is made and/or no person has sought to intervene, the day the Court enters Judgment; (b) if an objection to the settlement is made and/or a person has sought to intervene, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Final Judgment” means the Judgement Entered by the Court upon Granting Final Approval of the Settlement.
- 1.25. “Gross Settlement Amount” means Seven Hundred Fifty Thousand Dollars (\$750,000), which is the total amount to be paid by Defendants as provided by this Agreement, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service and General Release Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of

Defendants.

- 1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods worked during the Class Period.
- 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.28. “Judgment” means the judgment entered by the Court based upon Final Approval.
- 1.29. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.30. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.31. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service and General Release Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.32. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator. A Non-Participating Class Member still will be an Aggrieved Employee who cannot opt out of the PAGA Penalties.
- 1.33. “PAGA Claims” means the individual and representative claims for civil penalties set forth in the Operative Complaint.
- 1.34. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.35. “PAGA Period” means the period of time from September 23, 2020, through July 7, 2023.
- 1.36. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.37. “PAGA Notice” means Plaintiff’s July 29, 2021, letters to each Defendant and to the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) of Plaintiff’s alleged claims for civil penalties.

- 1.38. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which is \$50,000, with 25% allocated to the Aggrieved Employees (\$12,500) and 75% allocated to the LWDA (\$37,500) in settlement of PAGA claims.
- 1.39. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.40. "Plaintiff" means Anthony Gutierrez, the named plaintiff in the Action, on behalf of himself and the Aggrieved Employees and/or Class Members.
- 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.42. "Released Class Claims" means the claims being released as described in Paragraph 6.2.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 6.3.
- 1.44. "Released Parties" means: Defendants, and each of its and their divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, human resources consultants, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, pursuant to Paragraph 8.5.
- 1.46. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline expires.
- 1.47. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

The PAGA Action

- 2.1. On July 29, 2021, Plaintiff filed letters with the LWDA alleging that each of the Defendants, including Options for Youth-Burbank, Inc. and Options for Youth-Upland, Inc., violated numerous provisions of the California Labor Code and was seeking to recover penalties under PAGA.
- 2.2. On November 24, 2021, Plaintiff commenced this Action by filing a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of San Bernardino (the “PAGA Action”), alleging one cause of action for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the Applicable Wage Orders.
- 2.3. On May 27, 2022, Defendants timely answered, denying all allegations and asserting affirmative defenses.

Pleading Amendment and Dismissals

- 2.4. As part of this Settlement Agreement, the Parties agree to stipulate to the filing of a First Amended Class Action and Representative Action Complaint that adds the Class Claims into the PAGA Action for the same underlying violations that are pled in the PAGA Action, and for any claims arising from the same set of acts as stated in the PAGA Representative Action Complaint. The First Amended Class Action and Representative Action Complaint, which was filed on October 4, 2023, shall be the operative complaint in the Action (the “Operative Complaint”).
- 2.5. As part of this Settlement Agreement, Plaintiff shall dismiss without prejudice, Defendants Options for Youth-Burbank, Inc. and Options for Youth-Upland, Inc., who are not parties to this Agreement.
- 2.6. Defendants, collectively and individually, deny the allegations in the Operative Complaint, deny any failure to comply with the laws and regulations identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.7. On May 8, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl. J. West (Ret.), a respected mediator of wage-and-hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were

able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding ("MOU") signed by the Parties. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties.

- 2.8. Defendants obtained Governing Board approval of each Defendant prior to executing the MOU.
- 2.9. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff, Aggrieved Employees, or the Class have merit or that Defendants bear any liability to Plaintiff, the Class, or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.11. As part of this Settlement and the MOU, the Parties agreed to suspend all discovery and to extend all court-related deadlines.
- 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$750,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages, which separately shall be paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants. Any amounts payable under this Settlement that were not received via mail and/or not timely negotiated by any Class

Member or Aggrieved Employee will be transmitted by the Administrator to the California Controller's Office, Unclaimed Property Fund, as set forth in Paragraph 5.4.

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

- (a) To Plaintiff: Class Representative Service and General Release Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and/or Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service and General Release Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service and General Release Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service and General Release Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service and General Release Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service and General Release Payment. Plaintiff agrees that as a material term of this Agreement, he will not submit a Request for Exclusion or solicit or encourage any other person to opt out or to object to the settlement.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$250,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants and Defense Counsel and Released Parties harmless, and indemnifies Defendants, Defense Counsel, and Release Parties from any dispute or controversy regarding any division or sharing of any of these payments. If the Court awards any amount less than that requested by Class Counsel, it will not be grounds for Plaintiff

or his counsel to terminate or otherwise nullify the Agreement, or any part thereof, but may be subject to appeal by them.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$20,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, will be distributed as follows: 75% (\$37,500) shall be paid to the LWDA and 25% (\$12,500) shall be paid to the Individual PAGA Payments as follows:
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- (e) To Each Participating Class Member: An Individual Class Payment shall be calculated by (a) dividing the Net Settlement Amount by the total number of Class Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Class Pay Periods worked.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Employer-side payroll taxes shall be paid separately by the appropriate employer-Defendant on the portion of the settlement proceeds allocated as wages.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of approximately 926 Class Members who collectively worked a total of approximately 22,545 Class Pay Periods from September 23, 2020 to May 5, 2023, and 926 Aggrieved Employees who worked a total of 22,545 PAGA Pay Periods from September 23, 2020 to May 5, 2023.
- 4.2. Class and Aggrieved Employee Data. Not later than forty-five (45) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class and Aggrieved Employee Data in confidence, use the Class and Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class and Aggrieved Employee Data to Administrator employees who need access to the Class and Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class and Aggrieved Employee Data omitted Class Member and/or Aggrieved Employee identifying information and to provide corrected or updated Class and Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class and Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employee Data.
- 4.3. Funding of the Gross Settlement Amount. None of the Gross Settlement Amount will be payable by Defendants before the Final Approval and the Effective Date of the Settlement. Once those occur, Defendants will be obligated to fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service and General Release Payment.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member and Aggrieved Employee Address Search for all other Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member and Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member and/or Aggrieved Employee prior to the void date.
- 5.4. For any Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's General Release. In exchange for Plaintiff's General Release Payment, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Plaintiff for himself and for his respective spouses, domestic partners, marital community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assignees does forever and completely release and discharge and covenant not to sue the Released Parties with respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held as against said Released Parties, or any of them. Such released claims include specifically, but are not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice; (c) any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and all charges, complaints, claims, grievances or pleadings filed by Plaintiff against any Released Party on or before the Effective Date with any city, county, state or federal agency, commission, office or tribunal whatsoever, including, but not limited to, the California Civil Rights Department, State of California, the Equal Employment Opportunity Commission, the United States Department of Labor, the LWDA, the federal and/or California Occupational Safety and Health Administration, and the National Labor Relations Board; (d) and/or any transactions, occurrences, acts or omissions occurring before the Effective Date, including specifically without limiting the generality of the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the California Constitution, the California Labor Code, the California Civil Code, the California Government Code, the California Business & Professions Code, or any other federal, state, or local statute or regulation. ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

Plaintiff acknowledges that Plaintiff may hereafter discover claims or facts in addition to or different from those which Plaintiff now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nevertheless, Plaintiff hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Plaintiff acknowledges that Plaintiff understands the significance and consequence of such release and such specific waiver of Section 1542.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. All Participating Class Members are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released Class Claims. The "Released Class Claims" include, without limitation, any and all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint against Defendants and the Released Parties arising during the Class Period, including claims for (1) failure to pay minimum/regular wages; (2) failure to pay overtime wages; (3) failure to comply with meal break laws; (4) failure to comply with rest break laws; (5) failure to reimburse expenses; (6) failure to provide accurate wage statements; (7) failure to pay wages timely; (8) failure to provide and maintain records; (9) failure to pay sick pay; and (10) violation of the Business and Professions Code Section 17200. It is the intent of the Parties that the Final Judgment entered by the Court shall have full equitable estoppel and res judicata effect and be final and binding upon the Plaintiff and the Participating Class Members regarding the Released Class Claims. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.
- 6.3. Release of PAGA Claims. All Aggrieved Employees (whether a Participating Class Member or a Non-Participating Class Member), including Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the

State of California and all Aggrieved Employees, are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” means any and all claims, demands, rights, liabilities, and causes of action for civil penalties that were or could have been pleaded under local, state or federal law, based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Plaintiff’s PAGA Notice and the Operative Complaint against Defendants and the Released Parties arising during the PAGA Period, including all claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s). It is the intent of the Parties that the Final Judgment entered by the Court shall have full equitable estoppel and res judicata effect and be final and binding upon the Plaintiff, the LWDA, and the Aggrieved Employees regarding the Released PAGA Claims. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.

- 7.1. Class Counsel’s Responsibilities. Class Counsel will prepare and deliver to Defense Counsel not later than 14 days before filing its Motion for Preliminary Approval all documents necessary for obtaining Preliminary Approval, including: (i) a near-final draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class and Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel’s firm attesting to its competency to represent the Class Members and Aggrieved Employees and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this

Agreement (Labor Code section 2699, subd. (1)(2)); and stating all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2. Responsibilities of Class Counsel To Obtain Approval. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, for complying with and meeting all deadlines related to the hearing date of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator. Class Counsel will timely comply with California Labor Code Section 2699(1)(2) by submitting the Motion for Preliminary Approval of the Settlement to the LWDA concurrently with Plaintiff's submission to the Court.
- 7.3. Joint Responsibilities. Class Counsel and Defense Counsel jointly are responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notices and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they

have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class and Aggrieved Employee Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Pay Periods, and PAGA Pay Periods in the Class and Aggrieved Employee Data.
- (b) Using best efforts to perform as soon as possible, and in no event not later than 14 days after receiving the Class and Aggrieved Employee Data, the Administrator will send to all Class Members identified in the Class and Aggrieved Employee Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Pay Periods and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and Aggrieved Employee addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member and Aggrieved Employee Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members and Aggrieved Employees whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Class Pay Periods and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and Aggrieved Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. In an effort to agree on whether to include them as Class Members and/or Aggrieved Employees. If the Parties agree, such persons will be Class Members and/or Aggrieved Employees entitled to the same rights as other Class Members and/or Aggrieved Employees, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which is are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees may not exclude themselves from the settlement of the Released PAGA claims.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.
- (e) Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Class Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the number of Class Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class and Aggrieved Employee Data. The Administrator's determination of each Class Member's allocation of Class Pay Periods and/or of each Aggrieved Employee's PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service and General Release Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for

Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service and General Release Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Class Pay Period and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Pay Periods and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay Periods and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members and Aggrieved Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class and Aggrieved Employee size as set forth in paragraph 4.1 above. In the event that the actual number of pay periods by all Aggrieved Employees and Class Members during the foregoing PAGA and Class Periods increases by 10% or more of the amount identified in paragraph 4.1 above, then the PAGA and Class Periods will be revised to be only through the date the actual number of pay periods reaches 10% more than 22,545 (i.e., 24,800).

10. DEFENDANTS' RIGHT TO RESCIND. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to rescind and terminate the Settlement without prejudice to their pre-settlement positions and defenses in the Action, including as to their assertion that class certification is not appropriate. In the event that, before Final Approval of the Settlement is granted, a class-action lawsuit is filed against any or all of the Defendants that asserts Class Claims for before the Class Period, and/or in the event that, before Final Approval of the Settlement is granted, more than 5% of the Class Members file lawsuits or actions against any Defendant or all Defendants that assert individual claims for the same violations as asserted in the Operative Complaint, Defendants will have the right to rescind and terminate the Settlement without prejudice to their pre-settlement positions and defenses in the Action, including as to their assertion that class certification is not appropriate. The Parties agree that, if Defendants rescind and terminate the Settlement the Settlement shall be void ab initio, have

no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to rescind. Defendants must notify Class Counsel and the Court of their election to rescind and terminate not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel if it is based on an Exclusion List that exceeded 10% of the total of all Class Members. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

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

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

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the

Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Grosse Settlement Amount or Net Settlement Amount.

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

11.6. LWDA. Class Counsel will timely comply with California Labor Code Section 2699(l)(3) by providing the LWDA with the Court's Judgment or order granting Final Approval of the Settlement.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that the settlement of this matter, including the Memorandum of Understanding that the Parties executed, does not constitute an admission by Defendants of any violation of federal, state, or local law, ordinance or regulation or of any violation of Defendants' policies, procedures, or of any liability or wrongdoing whatsoever. Consistent therewith, Defendants have denied, and continue to deny, any allegation made by Plaintiffs and Defendants have further denied, and continue to deny, that Plaintiffs or any Class Member or Aggrieved Employee has been damaged in any way or is entitled to any remedy in any form, whether legal or equitable. Neither this Agreement nor anything contained herein nor the Memorandum of Understanding shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendants or any Released Party. Moreover, nothing in this

Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, Board of Directors, school management, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph does not restrict Defendants' communications with their respective school districts or other public agencies, or their communications with their Human Resources consultants.

13.3. No Declaratory Relief. Other than ordering the payment provided for in this Agreement, no injunctive or declaratory relief will be ordered by the Court against Defendants in final approval of the Settlement, which will otherwise be grounds for Defendants rescinding and terminating the Settlement.

13.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to

restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including the Memorandum of Understanding executed by the Parties.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class and Aggrieved Employee Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class and Aggrieved Employee Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class and Aggrieved Employee Data received from Defendants.
- 13.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

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

To Defendants:

Millicent N. Sanchez, Esq.
Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
A Law Corporation
10877 Wilshire Blvd., Suite 1650
Los Angeles, California 90024
E-Mail: msanchez@swerdlowlaw.com
lyankelevits@swerdlowlaw.com

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

13.20. Suspension of Discovery and Stay of Litigation. The Parties will cooperate in good faith to suspend all discovery and stipulate to extend all court-related deadlines. Plaintiff's counsel also shall promptly notify the Court in writing of the pending settlement. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 10, 2023


Anthony Gutierrez (Nov 10, 2023 10:43 PST)
Plaintiff Anthony Gutierrez

December 14, 2023
Dated: _____



[name]
For Defendant Options For Youth – Victor Valley, Inc.

Dated: 12/13/2023



Brock Champion [name]

For Defendant Options For Youth – Acton, Inc.

Dated: _____

_____ [name]

For Defendant Options For Youth – California, Inc.

Dated: _____

_____ [name]

For Defendant Options For Youth – Duarte, Inc.

Dated: _____

_____ [name]

For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____

_____ [name]

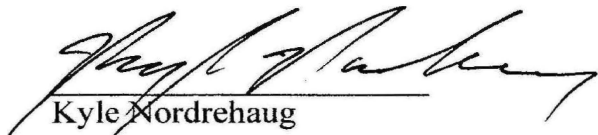
For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____

_____ [name]

For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.

Swerdlow Florence Sanchez Swerdlow & Wimmer

Attorney for Defendants

Dated: _____

[name]

For Defendant Options For Youth – Acton, Inc.

Dated: 12-14-23

Karen C Norton

[name]

For Defendant Options For Youth – California, Inc.

Dated: _____

[name]

For Defendant Options For Youth – Duarte, Inc.

Dated: _____

[name]

For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____

[name]

For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____

[name]

For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023

Kyle Nordrehaug

[signature]

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

Dated: _____

[name]
For Defendant Options For Youth – Acton, Inc.

Dated: _____

[name]
For Defendant Options For Youth – California, Inc.

Dated: 12/13/2023


Jennifer Zahoryin [name]
For Defendant Options For Youth – Duarte, Inc.

Dated: _____

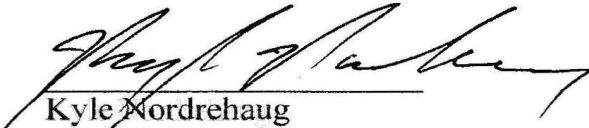
[name]
For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

Dated: _____

[name]
For Defendant Options For Youth – Acton, Inc.

Dated: _____

[name]
For Defendant Options For Youth – California, Inc.

Dated: _____

[name]
For Defendant Options For Youth – Duarte, Inc.

Dated: Dec. 13, 2023 Jane Gothold
Jane Gothold [name]
For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023 Kyle Nordrehaug
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

Dated: _____

[name]
For Defendant Options For Youth – Acton, Inc.

Dated: _____

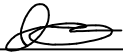
[name]
For Defendant Options For Youth – California, Inc.

Dated: _____

[name]
For Defendant Options For Youth – Duarte, Inc.

Dated: _____

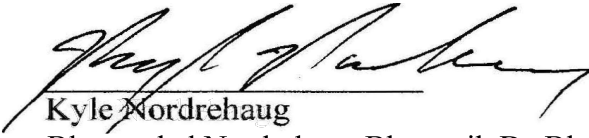
[name]
For Defendant Options For Youth – San Bernardino, Inc.

Dated: 12/14/2023


Jodi Moreno [name]
For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

Dated: _____

[name]
For Defendant Options For Youth – Acton, Inc.

Dated: _____

[name]
For Defendant Options For Youth – California, Inc.

Dated: _____

[name]
For Defendant Options For Youth – Duarte, Inc.

Dated: _____

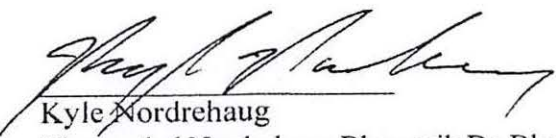
[name]
For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____

[name]
For Defendant Options For Youth – San Gabriel, Inc.

Dated: 12/13/23 Barbara Gondo
Barbara Gondo [name]
For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

Dated: _____
_____ [name]
For Defendant Options For Youth – Acton, Inc.

Dated: _____
_____ [name]
For Defendant Options For Youth – California, Inc.

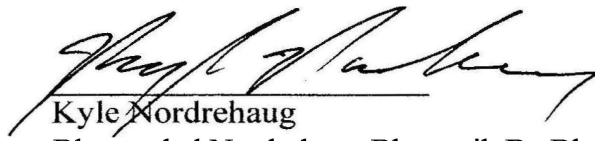
Dated: _____
_____ [name]
For Defendant Options For Youth – Duarte, Inc.

Dated: _____
_____ [name]
For Defendant Options For Youth – San Bernardino, Inc.

Dated: _____
_____ [name]
For Defendant Options For Youth – San Gabriel, Inc.

Dated: _____
_____ [name]
For Defendant Options For Youth – San Juan, Inc.

Dated: Nov. 13, 2023


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: Dec. 14, 2023

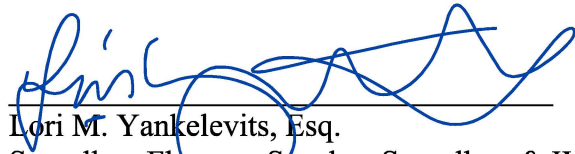

Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Gutierrez v. Options for Youth-Victor Valley, Inc., Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2132685***

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

You may be eligible to receive money from an employee class action and California Private Attorney General Act (“PAGA”) lawsuit (“Action”) against Defendants Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc. (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Anthony Gutierrez (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the Class Period (September 23, 2020 through July 7, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and who were classified as a non-exempt employee at any time during the PAGA Period (September 23, 2020, through July 7, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to be << \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors.

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights may be affected based on whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against the Defendants.

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

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

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

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

Settlement Written Objections Must be Submitted by the Response Deadline _____	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Bernardino Superior Court, located at 247 W. 3rd St. San Bernardino, CA 92415, in Department 26 before Judge Jessica Morgan. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone through CourtCall. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many pay periods you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period pay periods and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. What is action about?

Plaintiff Anthony Gutierrez is a former employee of Options for Youth – Victor Valley. The Action alleges Defendants violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failure to pay sick pay, failing to provide wages when due, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”). These claims are set forth in the First Amended Class Action and Representative Action Complaint, which was filed with the San Bernardino County Superior Court on October 4, 2023, and is referred to as the “Operative Complaint.”

Defendants strongly deny that they have done anything wrong, dispute all the claims in the Action, and further contend that they have complied with all laws.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of **Seven Hundred Fifty Thousand Dollars (\$750,000) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, the PAGA civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”), and Individual PAGA Payments to the Aggrieved Employees. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within fifteen (15) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered unless there are objections in which case “Effective Date” means when the Judgment is final and no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses for notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not

to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$250,000, and an additional amount to reimburse actual litigation costs incurred by Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the named Plaintiff, Anthony Gutierrez, as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiff's claim under PAGA, \$37,500 of which will be paid to the LWDA. The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for a Defendant for at least one day during the PAGA Period, which is September 23, 2020, through July 7, 2023.

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

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

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as

this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members (including penalties and interest on back taxes). Neither Class Counsel nor Defendants' Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the "void date"). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, all Participating Class Members are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children,

marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released Class Claims. The “Released Class Claims” include, without limitation, any and all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint against Defendants and the Released Parties arising during the Class Period, including claims for (1) failure to pay minimum/regular wages; (2) failure to pay overtime wages; (3) failure to comply with meal break laws; (4) failure to comply with rest break laws; (5) failure to reimburse expenses; (6) failure to provide accurate wage statements; (7) failure to pay wages timely; (8) failure to provide and maintain records; (9) failure to pay sick pay; and (10) violation of the Business and Professions Code Section 17200.

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

Released PAGA Claims. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, all Aggrieved Employees (whether a Participating Class Member or a Non-Participating Class Member), including Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” means any and all claims, demands, rights, liabilities, and causes of action for civil penalties that were or could have been pleaded under local, state or federal law, based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Plaintiff’s PAGA Notice and the Operative Complaint against Defendants and the Released Parties arising during the PAGA Period, including all claims for civil penalties arising under California Labor Code Sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).

Released Parties. The Released Parties are: Defendants, and each of its and their divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, or other related entities, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, human resources consultants, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

5. How much will my payment be?

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

Defendants' records reflect that you worked <<_____>> Pay Periods during the Class Period (September 20, 2020 to July 7, 2023). Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (September 23, 2020, through July 7, 2023). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

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

6. How can I get a payment?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain

bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed, and dated request to opt out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt out should state in substance that you wish to be excluded from the class settlement in the *Gutierrez v. Options for Youth* lawsuit. The request to opt out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Gutierrez v. Options for Youth*, Case No. CIVSB2132685. The request to opt out must be completed and signed by you. No other person may opt out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and approval for Attorneys' Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gutierrez v. Options for Youth* on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Gutierrez v. Options for Youth*, Case No. CIVSB2132685, and include your name, current address, email or telephone number, and approximate dates of employment for a Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by Zoom through the Court's website or by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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Blumenthal Nordrehaug Bhowmik DeBlouw LLP
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COUNSEL FOR DEFENDANTS:

Millicent N. Sanchez, Esq.
Lori M. Yankelevits, Esq.
Swerdlow Florence Sanchez Swerdlow & Wimmer
10877 Wilshire Blvd., Suite 1650
Los Angeles, California 90024

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 26 of the Superior Court of California, County of San Bernardino, 247 W. 3rd St. San Bernardino, CA 92415, before Judge Jessica Morgan. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, either in person or remotely using Zoom through the Court's website or

CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. Hearing dates are posted on the Internet via the Case Access page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Gutierrez v. Options for Youth* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Gutierrez v. Options for Youth*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2132685. If you wish to view the Court files in person, you may do so at the Clerk's Office located at 247 W. 3rd St. San Bernardino, CA 92415.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANTHONY GUTIERREZ, as an individual
and on behalf of those similarly situated,

Plaintiff,

vs.

OPTIONS FOR YOUTH-VICTOR VALLEY,
INC., a California Corporation; OPTIONS
FOR YOUTH-ACTION, INC., a California
Corporation; OPTIONS FOR YOUTH-
CALIFORNIA, INC., a California
Corporation; OPTIONS FOR YOUTH-
DUARTE, INC., a California Corporation;
OPTIONS FOR YOUTH-SAN
BERNARDINO, INC., a California
Corporation; OPTIONS FOR YOUTH-SAN
GABRIEL, INC., a California Corporation;
OPTIONS FOR YOUTH-SAN JUAN, INC., a
California Corporation; and Does 1 through
50, Inclusive,

Defendants.

CASE NO.: CIVSB2132685

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jessica Morgan
Dept: 26

Date Filed: November 24, 2021
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Jessica Morgan of the Superior Court of the State of
2 California, in and for the County San Bernardino, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiff Anthony Gutierrez (“Plaintiff”) for preliminary approval of the
4 Settlement with Defendants Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc.,
5 Options for Youth-California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San
6 Bernardino, Inc., Options for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc.
7 (“Defendants”). The Court, having considered the briefs, argument of counsel and all matters
8 presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

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

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

19 3. Pursuant to the terms of Paragraph 2.5 of the Agreement, Defendants Options for
20 Youth-Burbank, Inc. and Options for Youth-Upland, Inc., are dismissed without prejudice.

21 4. The Gross Settlement Amount that Defendants shall pay is Seven Hundred Fifty
22 Thousand Dollars (\$750,000). It appears to the Court on a preliminary basis that the settlement
23 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
24 balanced against the probable outcome of further litigation and the significant risks relating to
25 certification, liability, and damages issues. It further appears that investigation and research have
26 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
27 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
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PRELIMINARY APPROVAL ORDER

1 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
2 of the Action. It further appears that the Settlement has been reached as the result of serious and
3 non-collusive, arms-length negotiations.

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

10 6. The Agreement provides for an attorneys' fees award not to exceed one-third of the
11 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
12 proposed a Class Representative Service Payment to Plaintiff in an amount not to exceed \$10,000.
13 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
14 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
15 these requests, including lodestar, prior to final approval.

16 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to
17 representative treatment and certification of a class for settlement purposes only. This stipulation
18 will not be deemed admissible in this or any other proceeding should this Settlement not become
19 final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all
20 individuals who were employed by Defendants in California and who were classified as a non-
21 exempt employee at any time during the Class Period." The "Class Period" is September 23, 2020
22 through July 7, 2023.

23 8. The Court concludes that, for settlement purposes only, the Class meets the
24 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
25 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
26 (b) common questions of law and fact predominate, and there is a well-defined community of
27 interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the

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PRELIMINARY APPROVAL ORDER

1 claims of Plaintiff are typical of the claims of the members of the Class; (d) Plaintiff will fairly and
2 adequately protect the interests of the members of the Class; (e) a class action is superior to other
3 available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is
4 qualified to act as counsel for the Class and Plaintiff is an adequate representative of the Class.

5 9. The Court provisionally appoints Plaintiff as the representative of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
7 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

9 10. The Agreement provides for \$50,000 PAGA Penalties out of the Gross Settlement
10 Amount, of which \$37,500 shall be allocated to the Labor & Workforce Development Agency
11 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
12 pursuant to the PAGA and \$12,500 to the Aggrieved Employees. “Aggrieved Employees” are all
13 individuals who were employed by Defendants in California and who were classified as a non-
14 exempt employee at any time during the PAGA Period (September 23, 2020, through July 7, 2023).
15 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
16 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

17 11. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right to
20 be excluded from the Class by submitting a written opt-out request, and of each member’s right and
21 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
22 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
23 requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search for
27 a more current address for the Class Member and re-mail the Class Notice Packet to any new
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PRELIMINARY APPROVAL ORDER

1 address for the Class Member no later than seven (7) days after the receipt of the undelivered Class
2 Notice.

3 12. The Court hereby appoints ILYM Group as the Administrator. No later than forty-
4 five (45) days after this Order, Defendants will provide the Class Data to the Administrator. The
5 Administrator will perform address updates and verifications as necessary prior to the first mailing.
6 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after
7 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members
8 via first-class regular U.S. Mail to their last known address.

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

23 14. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express the Member’s views regarding the Settlement and may present evidence
25 and file briefs or other papers that may be proper and relevant to the issues to be heard and
26 determined by the Court as provided in the Class Notice. Class Members will have until the
27 Response Deadline to submit their written objections to the Administrator. Written objections may
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PRELIMINARY APPROVAL ORDER

1 also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice
2 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
3 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
4 make an oral objection.

5 15. A final approval hearing shall be held before this Court on _____
6 _____ at _____ in Department 26 at the San Bernardino County Superior Court to
7 hear the motion for final approval and the motion for attorneys' fees and costs, and to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
10 and should be finally approved by the Court; whether the Final Approval Order and Judgment
11 should be entered herein; whether the plan of allocation contained in the Agreement should be
12 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
13 fees and costs, service award, and the fees and expenses of the Administrator. All papers in support
14 of the motion for final approval and for attorneys' fees, costs and service award shall be filed with
15 the Court and served on all counsel no later than sixteen (16) court days before the hearing and the
16 motion shall be heard at this final approval hearing.

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

1 concession, indication or admission by Defendants of any liability, fault, wrongdoing, omission,
2 concession or damage.

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

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

17
18 **IT IS SO ORDERED.**

19 Dated: _____

20 _____
21 HON. JESSICA MORGAN
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANTHONY GUTIERREZ, as an individual
and on behalf of those similarly situated,

Plaintiff,

vs.

OPTIONS FOR YOUTH-VICTOR VALLEY,
INC., a California Corporation; OPTIONS
FOR YOUTH-ACTION, INC., a California
Corporation; OPTIONS FOR YOUTH-
CALIFORNIA, INC., a California
Corporation; OPTIONS FOR YOUTH-
DUARTE, INC., a California Corporation;
OPTIONS FOR YOUTH-SAN
BERNARDINO, INC., a California
Corporation; OPTIONS FOR YOUTH-SAN
GABRIEL, INC., a California Corporation;
OPTIONS FOR YOUTH-SAN JUAN, INC., a
California Corporation; and Does 1 through
50, Inclusive,

Defendants.

CASE NO.: CIVSB2132685

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jessica Morgan
Dept: 26

Date Filed: November 24, 2021
Trial Date: Not set

1013968.2

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Anthony Gutierrez (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Options For Youth-Victor Valley, Inc., Options For Youth-Acton, Inc., Options for Youth-
4 California, Inc., Options for Youth-Duarte, Inc., Options for Youth-San Bernardino, Inc., Options
5 for Youth-San Gabriel, Inc., and Options for Youth-San Juan, Inc. (“Defendants”), attorneys’ fees
6 and costs, service payment, and the expenses of the Administrator duly came on for hearing on
7 _____ before the Honorable Jessica Morgan.

8 **I.**

9 **FINDINGS**

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

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the Superior Court for the State of California, in and for the County of San Bernardino, and over all
15 Parties to this litigation, including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
17 law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars
18 (\$750,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length negotiations
20 conducted after Class Counsel had adequately investigated the claims and became familiar with the
21 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At the
26 same time, the Court approved conditional certification of the Class for settlement purposes only.
27 Also at this time, the Court dismissed Defendants Options for Youth-Burbank, Inc. and Options for

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1 Youth-Upland, Inc. without prejudice.

2 **Notice to the Class**

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

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

23 **Fairness of the Settlement**

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

26 a. The settlement was reached through arm's-length bargaining between the
27 Parties during an all-day mediation before Hon. Carl. J. West (Ret.), a respected jurist and

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1 experienced mediator of wage and hour class actions. There has been no collusion between the
2 Parties in reaching the Settlement.

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

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

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

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

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

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

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

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$_____ to Plaintiff is reasonable in light of

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1 the risks and burdens undertaken by Plaintiff in this litigation, for his time and effort in bringing and
2 prosecuting this matter on behalf of the Class, and for his execution of a general release.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties of \$50,000 out of the Gross
12 Settlement Amount, \$37,500 of which shall be allocated to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of
18 PAGA Pay Periods worked. "Aggrieved Employees" are all individuals who were employed by
19 Defendants in California and who were classified as a non-exempt employee at any time during the
20 PAGA Period (September 23, 2020, through July 7, 2023). Pursuant to Labor Code section 2699,
21 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and
22 has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

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

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

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1 All individuals who were employed by Defendants in California and who were
2 classified as a non-exempt employee at any time during the Class Period (September
23, 2020 through July 7, 2023).

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

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

11 18. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and costs
12 in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
13 reimbursement from Defendants, Plaintiff or members of the Class.

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

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

17 21. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
18 with the Agreement.

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

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

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

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

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

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

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

28. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

(a) All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. All Participating Class Members are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released Class Claims. The “Released Class Claims” include, without limitation, any and all claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the Operative Complaint against Defendants and the Released Parties arising during the Class Period, including claims for (1) failure to pay minimum/regular wages; (2) failure to pay overtime wages; (3) failure to comply with meal break laws; (4) failure to comply with rest break laws; (5) failure to reimburse expenses; (6) failure to provide accurate wage statements; (7) failure to pay wages timely; (8) failure to provide and maintain records; (9) failure to pay sick pay; and (10) violation of the Business and Professions Code Section 17200.

(b) All Aggrieved Employees (whether a Participating Class Member or a Non-Participating Class Member), including Plaintiff, standing in the shoes of the Labor Commissioner/LWDA to the extent permitted by law, and on behalf of the State of California and all Aggrieved Employees, are deemed to forever and completely release and discharge and covenant not to sue, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, domestic partners, children, marital community, estates, heirs, trusts, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” means any and all claims, demands, rights, liabilities, and causes of

1013968.2

1 action for civil penalties that were or could have been pleaded under local, state or federal law,
2 based on the facts alleged, or reasonably could have been alleged based on the facts alleged, in the
3 Plaintiff's PAGA Notice and the Operative Complaint against Defendants and the Released Parties
4 arising during the PAGA Period, including all claims for civil penalties arising under California
5 Labor Code Sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512,
6 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
7 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure
8 to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage Order(s).

9 (c) Plaintiff for himself and for his respective spouses, domestic partners, marital
10 community, children, estates, heirs, trusts, successors, beneficiaries, devisees, legatees, executors,
11 administrators, trustees, conservators, guardians, personal representatives, and assignees does
12 forever and completely release and discharge and covenant not to sue the Released Parties with
13 respect to any and all claims, demands, liens, agreements, contracts, grievances, covenants, actions,
14 suits, causes of action, wages, obligations, debts, liquidated damages, penalties, interest, costs,
15 expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in
16 law, equity or otherwise, whether now known or unknown, suspected or unsuspected, concealed or
17 hidden, which Plaintiff now owns or holds or has at any time heretofore owned or held as against
18 said Released Parties, or any of them, as fully set forth in the Agreement.

19 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
20 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
21 Administrator shall transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
23 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

24 30. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
26 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
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FINAL APPROVAL ORDER AND JUDGMENT

1 interpretation, implementation, and enforcement of the Settlement and all orders entered in
2 connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

4

5 Dated: _____

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HON. JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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Admitted: 2020, New Mexico

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REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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

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

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

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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- WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

July 29, 2021
CA2438

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Options For Youth-Action, Inc.
Certified Mail #70203160000075433159
Cogency Global Inc.
1325 J. Street, Suite 1550
Sacramento, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Options for Youth-Victor Valley, Inc. and/or Options for Youth-Burbank, Inc. and/or Options for Youth-Upland, Inc. and/or Options for Youth-Action, Inc. and/or Options for Youth-California, Inc. and/or Options for Youth-Duarte, Inc. and/or Options for Youth-San Bernardino, Inc. and/or Options for Youth-San Gabriel, Inc. and/or Options for Youth-San Juan, Inc. in California and classified as non-exempt employees during the time period of July 29, 2020 until a date as determined by the Court. Our offices represent Plaintiff Anthony Gutierrez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Options for Youth-Victor Valley, Inc. and/or Options for Youth-Burbank, Inc. and/or Options for Youth-Upland, Inc. and/or Options for Youth-Action, Inc. and/or Options for Youth-California, Inc. and/or Options for Youth-Duarte, Inc. and/or Options for Youth-San Bernardino, Inc. and/or Options for Youth-San Gabriel, Inc. and/or Options for Youth-San Juan, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of a Safety Coordinator from January of 2020 to June of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said

employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the

claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Options for Youth

Thursday, October 26, 2023

Requesting Attorneys Name:

E-Mail

ILYM Contact

E-Mail

Contact Number

Jeffrey S. Herman

jeffrey@bamlawca.com

Tony Rogers

trogers@ilymgroup.com

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,019
Estimated Mail Returned as Undeliverable	20%
Reminder Notice for Uncashed Checks	Yes
NCOA	Yes

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	5	\$750.00
Programming of Class Database	Hourly	\$175.00	5	\$875.00

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

Subtotal \$1,625.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	5	\$350.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	5	\$350.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Flat Rate	\$450.00	1	\$450.00
Toll Free Customer Service Representative	Flat Fee	\$500.00	1	\$500.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,790.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	1,019	\$1,528.50
USPS First Class Postage	Per Piece	\$0.63	1,019	\$641.97
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	204	\$407.60
Storage, Photocopies, Deliveries	Flat Fee	\$512.91	1	\$512.91

Subtotal **\$3,090.98**

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	12	\$1,800.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	12	\$1,500.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	1,019	\$1,019.00
USPS First Class Postage	Per Piece	\$0.63	1,019	\$641.97
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	102	\$152.85
Reminder Notice for Uncashed Checks	Per Piece	\$2.00	408	\$815.20
Preparation of Taxes	Hourly	\$120.00	16	\$1,920.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$9,349.02**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	5	\$500.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Process Uncashed Funds to the State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	5	\$625.00

Subtotal **\$2,595.00**

Total Case Estimate: \$19,450.00

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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