

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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

FRANCISCO GARCIA, an individual,
on behalf of himself, and on behalf of all
persons similarly situated,,

Plaintiff,

vs.

SPECIALTY MINERALS INC., a
corporation; DOES 1 through 50,
inclusive,

Defendants.

Case No. **CIVSB2127695**

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

[Filed and served concurrently with Notice of Motion
and Motion for Final Approval of Class Action
Settlement]

Date: October 18, 2023

Time: 10:00 a.m.

[*Hearing set by Order dated June 7, 2023*]

Dept: 26

Judge: Hon. Jessica Morgan

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR FINAL APPROVAL OF CLASS SETTLEMENT**

3 I, Kyle Nordrehaug, declare:

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

8 2. This declaration is being submitted in support of the Motion for Final Approval of
9 Class Settlement by Plaintiff Francisco Garcia ("Plaintiff"). The settlement reached between Plaintiff,
10 individually and on behalf of all members of the Class, on the one hand, and Defendant Specialty
11 Minerals Inc. on the other hand, is set forth in the Class Action and PAGA Settlement Agreement
12 ("Agreement"), a true and correct copy of which is attached hereto as Exhibit #1.

13
14 Experience of BNBD

15 3. Over the course of the litigation, my firm has worked actively on this matter. The firm
16 credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as
17 Exhibit #1. Some of the major cases our firm has undertaken are also set forth therein. BNBD has
18 represented hundreds of thousands of employees in hundreds of legal matters, including PAGA
19 lawsuits and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the
20 prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have
21 been appointed lead counsel in hundreds of contested motions for class certification including many
22 consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases
23 involving labor code violations and overtime claims. BNBD has litigated similar overtime cases
24 against other employers on behalf of employees, including cases against Cigna, Health Net, Securitas,
25 Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection,
26 Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care, Qualxserv,
27 Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile Association.
28 My firm has been approved as class counsel by state and federal courts in California in contested class

1 certification motions, including approvals in this Court. It is this level of experience which enabled
2 the firm to undertake the instant matter and to successfully combat the resources of the defendants and
3 their capable and experienced counsel. On account of the concerted and dedicated effort this case
4 demanded in order to properly handle and prosecute, BNBD was precluded from taking other cases,
5 and in fact, had to turn away other potential fee generating cases.

6 4. Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the
7 briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*,
8 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
9 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
10 the Ninth Circuit of the importance of the substantive rights of the State of California under the
11 California Private Attorney General Act of 2004 ("PAGA"). BNBD took the lead on this case where
12 the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. BNBD also has recently
13 engaged in noted appellate work on the subject of class actions in the California Court of Appeals
14 resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
15 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-
16 related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal.
17 App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I
19 received an award from the Daily Journal as Top Labor & Employment Attorney in 2016.

20 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
21 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified
22 counsel with extensive experience in class action litigation." *McPhail v. First Command Fin.*
23 *Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
24 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed
25 lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*,
26 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No.
27 EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
28 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10,

2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

Procedural Background:

6. On July 15, 2021, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

7. On September 29, 2021, Plaintiff filed a class action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. This class action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor

1 Code § 2802; and (8) failure to provide wages when due in violation of California Labor Code §§ 201,
2 202 and 203. On August 17, 2022, Plaintiff filed a First Amended Complaint adding a cause of action
3 against Defendant for violation of PAGA based upon the above alleged violations. The First Amended
4 Complaint is the operative complaint in the Action (the “Operative Complaint”).

5 8. Class Counsel conducted a thorough investigation into the factual and legal issues
6 implicated by Plaintiff’s claims and were able to objectively assess the settlement’s reasonableness.
7 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll
8 data for the Class and time punch data covering 88% of the shifts for the Class; (3) Defendant’s wage
9 and hour policies and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of
10 wage statements provided by Defendant. As such, Class Counsel received the data and information
11 for the Class, which was sufficient for Plaintiff’s expert to prepare the valuations of the claims for the
12 Class. The document and data exchanges allowed Class Counsel to fully assess the nature and
13 magnitude of the claims being settled, as well as the impediments to recovery, and ultimately enabled
14 Plaintiff’s Counsel so as to make an independent assessment of the reasonableness of the settlement’s
15 terms.

16 9. The Parties attended an arms-length mediation session with Warren Jackson, a
17 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
18 In preparation for the mediation, Defendant provided Class Counsel with necessary information for the
19 members of the Class, including payroll data and data concerning the composition of the Class.
20 Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and
21 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation,
22 the Parties agreed to this Settlement. The Class Representative has vigorously prosecuted this case,
23 and Defendant has vigorously contested it. The Parties engaged in sufficient investigation and
24 informal discovery to assess the relative merits of the claims of the Class and of Defendant’s defenses
25 to them. Defendant has denied all of Plaintiff’s allegations in their entirety and any liability or
26 wrongdoing of any kind.

1
2 The Settlement Is Fair, Reasonable and Adequate:

3 10. As a result of the mediation, the parties agreed to settle this matter for a Gross
4 Settlement Amount of \$1,050,000 (Agreement at ¶ 1.23.). Based on their own respective independent
5 investigations and evaluations, and after taking into account the sharply disputed factual and legal
6 issues involved in this matter, the risks attending further prosecution of the case, and the monetary
7 benefits received under the Settlement, Class Counsel is of the opinion that Settlement for the
8 consideration and on the terms set forth in the Agreement is fair, reasonable and adequate and is in the
9 best interests of the Class Members.

10 11. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
11 involved both in not prevailing on one or more of the causes of action or theories alleged in the
12 operative Complaint and in non-certification, and if successful, Defendant disputes the ability of
13 Plaintiffs to certify a class in this case. Defendant also argued it maintained lawful written policies
14 that were provided to the class members. Yet, despite the defenses proffered by Defendant, the
15 proposed Settlement commits Defendant to pay each Class Member a portion of the Net Settlement
16 Amount. The amount to be paid to the Class is fair, adequate and reasonable given the significant risk
17 to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class
18 certification or at trial or not being paid anything even if trial was successful.

19 12. The predominant claims in this action arise from alleged violations of California
20 law with respect to Defendant's failure to provide meal periods and permit and authorize rest periods
21 and failing to pay all wages earned. Plaintiff alleges that these practices resulted directly from the
22 implementation and enforcement of Defendant's own policies and practices.

23 13. Based upon 109 Class Members who collectively worked 15,440 Workweeks, the
24 Gross Settlement Amount provides a value of \$9,633 per Class Member and \$68 per Workweek and
25 after deductions, the Net Settlement Amount provides an average recovery of \$5,752 per Class
26 Member and a recovery of \$40 per Workweek. The PAGA Penalties 25% allocation to the 88
27 Aggrieved Employees calculates to \$71 per Aggrieved Employee and \$1.74 per PAGA Pay Period.
28 The calculations to compensate for the amount due to the Class Members at the time this Settlement

1 was negotiated were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation.
2 Class Counsel analyzed the data for putative class members and determined the potential maximum
3 damages for the class claims. For the Class, the maximum value of the claim for unpaid wages due to
4 alleged rounding was \$171,283, the maximum value of the claim for unpaid wages due to the alleged
5 miscalculation of the regular rate was \$37,129, the maximum value of the claim for unpaid wages due
6 to alleged off-the-clock work was \$163,179, the maximum value of the claim for unpaid overtime
7 wages due to alleged invalid alternative workweeks schedule was \$229,277, the maximum potential
8 damages for unpaid meal premiums were estimated to be \$858,058 based upon a 53% violation rate
9 and after deduction for meal premiums paid, the maximum potential rest period damages were
10 estimated to be \$1,256,542 based upon the same 53% violation rate, and the maximum potential
11 damages for failure to provide expense reimbursement were calculated to be \$19,300. In total, the
12 damages for the Class were calculated to have a maximum potential total value of \$2,734,765. In
13 addition, Plaintiff calculated that the maximum value of the potential waiting time penalties were
14 \$325,677, and the maximum value of the potential wage statement penalties were \$340,000.
15 Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross
16 Settlement Amount represents more than 38% of the potential maximum damages at issue for the
17 Class in this case, assuming these amounts could all be proven in full at trial. The above maximum
18 calculations should then be adjusted in consideration for both the risk of class certification and the risk
19 of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to
20 the potential value of the claims, the Settlement is most certainly fair and reasonable.

21 14. Over the course of litigation, the Parties engaged in the investigation of the claims,
22 including production of documents, class data, and other information, allowing for the full and
23 complete analysis of liabilities and defenses to the claims in the Action. Plaintiff performed extensive
24 informal discovery, which included the production and analysis of thousands of pages of documents.
25 The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll
26 data for the Class and time punch data covering 88% of the shifts for the Class; (3) Defendant's wage
27 and hour policies and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of
28 wage statements provided by Defendant. As such, Class Counsel received the data and information

1 for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the
2 Class.

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

24 16. There was also a significant risk that, if the Action was not settled, Plaintiff would be
25 unable to obtain class certification and thereby not recover on behalf of any employees other than
26 himself. Defendant argued that the individual experience of each putative class member varied with
27 respect to the claims. Defendant could also contest class certification by arguing injury and good faith
28 were case-by-case determinations that precluded class certification. Plaintiff is aware of other cases

1 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App.
2 5th 885 (2019) (denying certification of rest break claims). Finally, even if class certification was
3 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
4 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even
5 where the class has been certified. While other cases have approved class certification in wage and
6 hour claims, class certification in this action would have been hotly disputed and was by no means a
7 foregone conclusion.

8 17. Class certification was somewhat uncertain given the numerous hurdles necessary
9 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*. Plaintiff
10 also considered Defendant's arguments that subsequent decisions citing and relying on the U.S.
11 Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it more difficult to
12 certify a class in this case based upon the need to demonstrate that common issues are superior and
13 could be dealt with in "one stroke" and that the "trial by formula" (*Duran v. U.S. Bank* (2014) 59
14 Cal.4th 1172) could not satisfy such requirements based upon due process grounds. However,
15 Plaintiff disagreed that the subsequent decisions citing *Walmart*, applied to the facts in this case.
16 Additionally, Plaintiff believes the cases denying certification are distinguishable and that the facts in
17 this case are more akin to the facts in cases where certification had been granted, Class Counsel
18 recognize the risk of an adverse finding on certification and considered and weighed this risk in
19 determining to settle and compromise these claims. Lastly, Plaintiffs believe the decisions in *Sav-On*
20 *Drug Stores, Inc. v Sup. Ct.*, (2004) 34 Cal. 4th 319, 340 and *Bell v Famers Ins. Exchange*, (2004) 115
21 Cal. App. 4th 715 provide the applicable framework for class certification trial by formula plans. See
22 also *Duran v. Superior Court*, 2014 Cal. LEXIS 5569 (Cal. Aug. 13, 2014).

23 18. Further, beyond the risk of an adverse ruling on the merits or certification, Class
24 Counsel considered the fact that continued litigation would likely take years and would be extremely
25 expensive given the breadth and complexity of the claims. In this case, post-trial and appellate
26 proceedings are likely to occur, which will surely drag the case far into the future even with a positive
27 trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure
28 and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more

1 immediate benefits to the Class was a consideration favoring settlement. Given these realities, it is
2 highly likely that the future expense of this litigation, and its likely duration if the settlement is not
3 approved, would be significant and weigh heavily in favor of approval of this settlement.

4 19. The Gross Settlement Amount is well within the acceptable range of reasonableness for
5 the claims of the Settlement Class Members. After analysis and review of Defendant's time and pay
6 record production and other payroll data, Class counsel estimates the overall value of the claims at
7 approximately **\$2,734,765** should Plaintiff prevail at the class certification stage and at trial and
8 survive any appeals and win on all claims and be awarded maximum damages. This amount was
9 reduced to a reasonable 38% to **\$1,050,000** to account for the risks of continued litigation and not
10 prevailing on one or more claims and the Court not awarding penalties based upon Defendant's good
11 faith arguments.

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

19 21. As a result, the Gross Settlement Amount of \$1,050,000 represents a reasonable
20 recovery and approximately 38% of the overall potential value. This recovery could easily be much
21 higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks could
22 not be proven for certain individuals. The proposed GSA is within the "ballpark of reasonableness"
23 and should be approved. Class Counsel believe that this is a fair and reasonable Settlement in light of
24 the complexities of the case, the state of the law and uncertainties of class certification and litigation,
25 the policies and practices Defendant has had in place or implemented during the purported liability
26 period, and the benefit to be recovered for the Class. Given the risks inherent in litigation, this
27 settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class, and
28 should be preliminarily approved.

1 Attorneys' Fees and Costs:

2 22. Class Counsel applies for an award of attorneys' fees in the sum of \$350,000 of the
3 Gross Settlement Amount, and litigation costs of \$23,978.24. The requested fee falls in the mid-range
4 of percentage class fee awards, which generally range from 20% to 50% of a common fund, and it
5 constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming
6 litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result
7 achieved for the benefit of the Class. Numerous courts in California routinely approve fee requests
8 equal to or greater than one-third of the common fund. In short, Class Counsels' fee request of
9 \$350,000 (one-third of the common fund) is in line with awards in similar cases in California and
10 demonstrates that Class Counsels' fee request is consistent with market rates and is reasonable.

11 23. There is a substantial difference between the risk assumed by attorneys being paid by
12 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
13 to the bank with his fee. The attorney working on a contingent basis can only log hours while working
14 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
15 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
16 nothing. In this case, the representation by my firm and the nature of the fee was wholly contingent.
17 BNBD subjected themselves to this contingent fee market risk in this all or nothing contingent fee case
18 wherein the necessity and financial burden of private enforcement makes the requested award
19 appropriate. This case was litigated on a contingent basis over almost four (4) years, with all of the
20 risk factors inherent in such an uncertain undertaking. At the time this case was brought, the result was
21 far from certain. Defendant's practices at issue here had been in place for years. Defendant's
22 numerous defenses to the merits of the case and to class certification created difficulties with proof and
23 complex legal issues for Class Counsel to overcome. Indeed, I am aware of other similar cases where
24 the court dismissed the class allegations or denied class certification. Under such contingent
25 circumstances, courts have held that a risk multiplier must be applied to the fee award.

26 24. From September 3, 2021 to September 19, 2023, my firm has worked more than 257
27 hours prosecuting these class claims with the attorneys' hourly fee rates for attorneys ranging from
28 \$450 to \$950, which resulted in lodestar for BNBD relating to the class claims for this period in the

1 amount of \$190,816.53. In addition, there will be additional work performed to complete the
2 settlement process. Attached hereto as Exhibit #3 is true and correct copy of the BNBD billing
3 statements for this matter which sets forth the specific tasks, time and attorney for the work performed
4 on this matter. BNBD switched billing systems in June 2022, so Exhibit #3 contains the lodestar
5 billing from January 2020 to June 2022, and a second billing statement which 4 contains the lodestar
6 billing for June 2022 to September 19, 2023

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

26. The reasonableness of the requested award is also established by reference to similar awards in other wage and hour cases. The following are examples of similar recent fee awards. 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 February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third 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 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco

1 Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee
2 award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials*
3 (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee
4 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*
5 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-
6 third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*
7 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley
8 approved a one-third fee award in a wage and hour class settlement.

9 27. To date, BNBD has incurred litigation expenses of \$23,978.24. These litigation
10 expenses include the expenses incurred for filing fees, mediation expenses, expert fees (Berger
11 Consulting Group), attorney service charges (Knox, One Legal and TurboCourt), and Courtcall
12 charges, all of which are costs normally billed to and paid by the client. These costs were reasonably
13 incurred by BNBD in the prosecution of this matter and are set forth in the BNBD billing records
14 attached hereto as Exhibit #5. BNBD switched billing systems in June 2022, so Exhibit #5 contains
15 the expense billing statement from January 2020 to June 2022, and a second billing statement which
16 contains the expense billing for June 2022 to September 19, 2023.

17
18 Service Award:

19 28. I respectfully request that for his service as the class representative, Plaintiff should be
20 awarded the agreed Class Representative Service Payment of \$10,000 in accordance with the
21 Agreement for his time, risk and effort expended on behalf of the Class as the sole class representative.
22 Defendant has agreed to this payment and there have been no objections to the requested service
23 award. The Declaration of Plaintiff Garcia is attached hereto as Exhibit #6 in support of this request.
24 As the only representative of the Class, Plaintiff performed his duty to the Class admirably and
25 without exception. Plaintiff worked extensively with Class Counsel during the course of the litigation,
26 responding to numerous requests, searching for documents, working with counsel, committing to
27 responding to discovery and depositions, and reviewing the settlement documentation. As set forth in
28 the Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far

beyond the class release. The Declaration of Plaintiff, attached hereto, details the involvement, stress and risks he undertook as a result of this Action. The Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff’s participation, cooperation and information, no other fellow employees would be receiving any benefit. The payment of service awards to successful class representatives is appropriate and the amount of \$10,000 each is well within the currently awarded range for similar settlements. The requested award is also reasonable by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int’l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general

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

25 I declare under the penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed this 20th day of September 2023, at San Diego,
27 California.

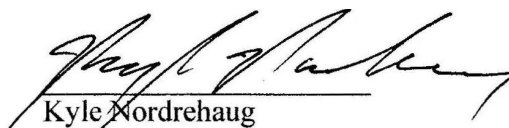
28 
Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Francisco Garcia (“Plaintiff”) and defendant Specialty Minerals, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour and PAGA violations against Defendant captioned *Garcia v. Specialty Minerals, Inc.*, Case No. CIVSB2127695, initiated on September 29, 2021 and pending in Superior Court of the State of California, County of San Bernardino.

1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.

1.4. “AE PAGA Amount” means \$6,250.00 equal to twenty-five percent (25%) of the PAGA Penalties to be allocated to Aggrieved Employees.

1.5. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.

1.6. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period.

1.7. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.8. “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 or incurred in connection with the Action.

- 1.9. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.10. “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).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.12. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.14. “Class Period” means the period of time from September 29, 2017 through the earlier of Preliminary Approval or May 29, 2023.
- 1.15. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.16. “Class Representative Service 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 Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.17. “Court” means the Superior Court of California, County of San Bernardino.
- 1.18. “Defendant” means Specialty Minerals, Inc.
- 1.19. “Defense Counsel means Meghan E. Hill and Eric W. Witt of Squire Patton Boggs

(US) LLP.

- 1.20. “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.23. “Gross Settlement Amount” means One Million Fifty Thousand Dollars (\$1,050,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate, additional obligation of Defendant.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25. “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.
- 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i), to retain 75% of the civil penalties recovered pursuant to the Labor Code Private Attorneys’ General Act.

- 1.28. “LWDA PAGA Payment” means \$18,750.00 equal to seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from September 29, 2020 through the earlier of Preliminary Approval or May 29, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s July 15, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties, \$25,000.00, to be paid from the Gross Settlement Amount.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Francisco Garcia, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of Class Certification for Settlement and the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all known and unknown claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint, including claims for unpaid wages and overtime, untimely final paychecks, record-keeping violations, itemized wage statements, meal and rest period wages and premiums, business expenses incurred, and restitution and penalties under the Private Attorneys General Act, which occurred during the Class Period, including

claims arising under federal, state, or local law, including the California Labor Code. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.40. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.
- 1.41. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, employees, attorneys, insurers, predecessors, successors, parents, assigns and subsidiaries.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On September 29, 2021, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff's Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;

- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failed to pay wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. On August 17, 2022, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for violation of PAGA.

2.3. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.4. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.5. On September 28, 2022, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. The mediation was unsuccessful and did not result in a settlement of the Action.

2.6. On February 8, 2023, the Parties participated in a second all-day mediation presided over by Warren Jackson, 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, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. 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*”).

2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason

the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,050,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 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 Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$350,000, and a Class Counsel Litigation Expenses Payment of not more than \$30,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment

and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,000 except upon 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 \$8,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 75% of the PAGA Penalties (\$18,750) allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties (\$6,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the AE PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. Twenty percent (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. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class

Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 109 Class Members who collectively worked a total of 15,440 Workweeks, and 88 Aggrieved Employees who worked a total of 3,584 PAGA Pay Periods.
- 4.2. Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the QSF set up by the Administrator no later than 30 days after the Effective Date. The Administrator shall be responsible for notifying Defendant of the amount of employer's portion of taxes at least fifteen (15) business days prior to a distribution of the employer's portion of the taxes due. Defendant will then deposit the amount of employer's taxes into the QSF established by the Administrator for the Administrator's payment to the appropriate taxing authorities.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “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 Address Search for Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims related to arising from transactions, occurrences, or events that occurred prior to the Effective Date, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts asserted in the Operative Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts asserted in the Operative Complaint or Plaintiff's PAGA Notice, (c) all claims related to Plaintiff's employment or termination of such employment, including but not limited to the California Labor Code, California Fair Employment and Housing Act, the California Family Rights Act ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, 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.

For all purposes of this Agreement, the term "creditor" as used and referred to in Section 1542 of the California Civil Code means and includes Plaintiff.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 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.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or 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 Workweeks 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 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 Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise subject to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator

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

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

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. Should the number of Workweeks worked by the Class Members increase by more than 10% of the estimate stated herein in paragraph 4.1, Defendant will have the option to either a) increase the Gross Settlement Amount proportionally, or b) shorten the release period as of the date on which the number of Workweeks reaches 15,595.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. 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 drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or 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 set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court’s award of the Class

Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

To Plaintiffs and the Class:

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

To Defendant:

Eric W. Witt
Squire Patton Boggs (US) LLP
555 South Flower Street, 31st Floor
Los Angeles, CA 90071
Tel.: (213) 624-2500
Fax: (213) 623-4581
E-Mail: eric.witt@squirepb.com

Meghan E. Hill
Squire Patton Boggs (US) LLP
41 South High Street
2000 Huntington Center
Columbus, OH 43215
Tel.: (614) 365-2720
Fax: (614) 365-2499
E-Mail: meghan.hill@squirepb.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, 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 from the mediation on February 8, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 15, 2023



Francisco Garcia (Apr 15, 2023 13:11 PDT)

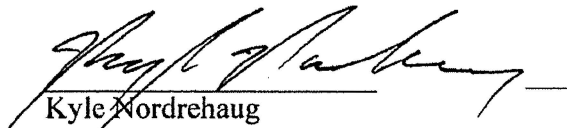
Plaintiff Francisco Garcia

Dated: 4/25/23



ARNAV WISNIA [name]
For Defendant Specialty Minerals

Dated: 4/18/23



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 4/19/2023



Eric W. Witt
Squire Patton Boggs (US) LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Garcia v. Specialty Minerals, Inc., Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2127695***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**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 lawsuit (“Action”) against Defendant Specialty Minerals, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Francisco Garcia (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (September 29, 2017 through [the earlier of Preliminary Approval or May 29, 2023]) (“Class Members”), and (2) penalties on behalf of all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the PAGA Period (September 29, 2020 through [the earlier of Preliminary Approval or May 29, 2023]) (“Aggrieved Employees”).

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

Based on Defendant’s 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. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

The above estimates are based on Defendant’s records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or 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 are affected whether you act or do not act. Read this 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 against Defendant 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 a 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 Defendant. 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.

Defendant 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 Defendant 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 don't 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 County Superior Court, Civil Division, located at 247 W. 3rd St. San Bernardino, CA 92415, in Department 26 before Judge David Cohn. 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 Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks in which 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 in which you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's 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 the action about?

Plaintiff Francisco Garcia was an employee of Defendant. The Action by Francisco Garcia alleges Defendant 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, failing to provide wages when due and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA").

Defendant strongly denies violating any laws or failing to pay any required wages and disputes all the claims in the Action and contends it complied with all applicable laws.

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

So far, the Court has not made a determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant 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, Defendant does 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) Defendant has 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) 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 important terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Fifty Thousand Dollars (\$1,050,000) (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, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within thirty (30) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. “Final” means the date the Judgment is entered unless there are objections in which case “Final” means when the Judgment is no longer subject to appeal. Fifteen (15) 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 \$8,000, for expenses, including expenses of 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 \$350,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$30,000. 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 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 \$25,000 relating to Plaintiff's claim under PAGA, \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,250 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees 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 was employed by Defendant in a non-exempt position in California for at least one day during the PAGA Period, which is September 13, 2020 through [REDACTED].

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 of 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 \$627,000. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records. However, Class Members may challenge the number of Workweeks as explained below.

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 (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, 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 the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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 remitted to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their check.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all known and unknown claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint, including claims for unpaid wages and overtime, untimely final paychecks, record-keeping violations, itemized wage statements, meal and rest period wages and premiums, business expenses incurred, and restitution and penalties under the Private Attorneys General Act, which occurred during the Class Period, including claims arising under federal, state, or local law, including the California Labor Code. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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 Defendant 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. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Aggrieved Employees and the LWDA release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.

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

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 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendant’s records reflect that you worked <<_____>> Workweeks during the Class Period (September 29, 2017 through _____).

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

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the PAGA Period (September 29, 2020 through _____). 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 _____ [forty-five (45) 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 Defendant's calculation of Workweeks and Pay Periods based on Defendant's 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 Workweek or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's 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 and, if applicable, Individual PAGA 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 9 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 Defendant 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. **The PAGA Penalties are \$25,000, of which \$6,250 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. 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 *Garcia v. Specialty Minerals* 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 *Garcia v. Specialty Minerals*, Case No. CIVSB2127695. 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 Defendant 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 (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion 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 *Garcia v. Specialty Minerals* or on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2127695.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion 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 _____** [forty-five (45) 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, *Garcia v. Specialty Minerals*, Case No. CIVSB2127695, and include your name, current address, email or telephone number, and approximate dates of employment for 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 telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. 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:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
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Tel.: (858) 551-1223
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E-Mail: kyle@bamlawca.com
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COUNSEL FOR DEFENDANT:

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Los Angeles, CA 90071

Meghan E. Hill
Squire Patton Boggs (US) LLP
41 South High Street
2000 Huntington Center
Columbus, OH 43215

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 David Cohn. 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 CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices"

for *Garcia v. Specialty Minerals*. In addition, 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. CIVSB2127695.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Garcia v. Specialty Minerals* 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 *Garcia v. Specialty Minerals*. 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. CIVSB2127695. If you wish to view the Court files in person, you are encouraged to make an appointment with 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

FRANCISCO GARCIA, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SPECIALTY MINERALS INC., a
corporation; DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CIVSB2127695

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: 26

Action Filed: September 29, 2021
Trial Date: Not set

This matter came before the Honorable David Cohn of the Superior Court of the State of California, in and for the County San Bernardino, on _____[DATE], for hearing on the unopposed motion by Plaintiff Francisco Garcia ("Plaintiff") for preliminary approval of the Settlement with Defendant Specialty Minerals Inc. ("Defendant"). The Court, having considered

PRELIMINARY APPROVAL ORDER

1 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
3 Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Fifty
15 Thousand Dollars (\$1,050,000). It appears to the Court on a preliminary basis that the settlement
16 amount and terms are fair, adequate and reasonable as to all potential Class Members when
17 balanced against the probable outcome of further litigation and the significant risks relating to
18 certification, liability and damages issues. It further appears that investigation and research have
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
20 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
21 by all Parties, as well as avoid the delay and risks that would be presented by the further
22 prosecution of the Action. It further appears that the Settlement has been reached as the result of
23 serious and non-collusive, arms-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement award made available to the Class is fair,
28

adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement specifies an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$30,000, and proposed a Class Representative Service Payment to the Plaintiff in an amount not to exceed \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period." The "Class Period" is September 29, 2017 through [redacted] [the earlier of Preliminary Approval or May 29, 2023].

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

8. The Court provisionally appoints Plaintiff as the representative of the Class. The

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
4 of \$25,000, which shall be allocated \$18,750 to the Labor & Workforce Development Agency
5 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$6,250 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who are or previously were employed by Defendant in California
8 who were classified as hourly, non-exempt employees at any time during the PAGA Period
9 (September 29, 2020 through [redacted] [the earlier of Preliminary Approval or May 29,
10 2023]). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
11 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
12 reasonable.

13 10. The Court hereby approves, as to form and content, the Class Notice attached to the
14 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
15 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
16 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
17 and opportunity to object to the Settlement. The Court further finds that the distribution of the
18 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
19 the requirements of due process, is the best notice practicable under the circumstances, and shall
20 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
21 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
22 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
23 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
24 address for the Class Member no later than seven (7) days after the receipt of the undelivered
25 Class Notice.

26 11. The Court hereby appoints ILYM Group as the Administrator. No later than
27 twenty (20) days after this Order, Defendant will provide the Class Data to the Administrator. The
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1 Administrator will perform address updates and verifications as necessary prior to the first
2 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
3 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
4 Class Members via first-class regular U.S. Mail to their last known address.

5 12. The Court hereby preliminarily approves the proposed procedure for exclusion
6 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
7 from the Class as provided in the Class Notice by following the instructions for requesting
8 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
9 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
10 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
11 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
12 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
13 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
14 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
15 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
16 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
17 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
18 group, class, or subclass of individuals is not permitted and will be deemed invalid.

19 13. Any Class Member who has not opted out may appear at the final approval hearing
20 and may object or express the Member’s views regarding the Settlement, and may present
21 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
22 and determined by the Court as provided in the Class Notice. Class Members will have until the
23 Response Deadline to submit their written objections to the Administrator. Written objections
24 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
25 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
26 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
27 Hearing to make an oral objection.

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

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

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

8 17. The Court reserves the right to adjourn or continue the date of the final approval
9 hearing and all dates provided for in the Agreement without further notice to Class Members and
10 retains jurisdiction to consider all further applications arising out of or connected with the
11 proposed Settlement.

12 **IT IS SO ORDERED.**

13 Dated: _____

14 _____
15 HON. DAVID COHN
16 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

FRANCISCO GARCIA, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SPECIALTY MINERALS INC., a
corporation; DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CIVSB2127695

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. David Cohn
Dept: 26

Action Filed: September 29, 2021
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Francisco Garcia (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Specialty Minerals Inc. (“Defendant”), award of attorneys’ fees and costs, service payment, and
4 payment of the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable David Cohn.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of San Bernardino, and over
13 all Parties to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Fifty Thousand
16 Dollars (\$1,050,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before T. Warren Jackson, an experienced mediator of wage
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1 and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

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

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiff's 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
15 which would ensue from continued prosecution of the action.

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

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

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

24 **Class Representative Service Payment**

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

4 **Administration Expenses Payment**

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

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$25,000, which shall be allocated \$18,750 to the Labor & Workforce Development Agency
14 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
15 Agreement pursuant to the PAGA and \$6,250 to be distributed to the Aggrieved Employees and
16 allocated by (a) dividing the AE PAGA Penalties (\$6,250) by the total number of PAGA Pay
17 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
18 result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all
19 individuals who are or previously were employed by Defendant in California who were classified
20 as hourly, non-exempt employees at any time during the PAGA Period (September 29, 2020
21 through _____ [the earlier of Preliminary Approval or May 29, 2023]). Pursuant to Labor
22 Code section 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these
23 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
24 to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

1 1. The Class is certified for the purposes of settlement only. The Class is defined as
2 follows:

3 All individuals who are or previously were employed by Defendant in California
4 who were classified as hourly, non-exempt employees at any time during the Class
5 Period (September 29, 2017 through [REDACTED] [the earlier of Preliminary
Approval or May 29, 2023]).

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

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

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

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

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

18 7. The PAGA Penalties of \$25,000 is approved and is to be distributed in accordance
19 with the Agreement.

20 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
22 entry.

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

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

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

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

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

25 2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
26 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
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1 supervise and adjudicate any dispute arising from or in connection with the distribution of
2 settlement benefits.

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

5 4. Effective on the date when Defendant fully fund the Gross Settlement Amount and
6 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
7 Participating Class Members, Aggrieved Employees and the LWDA will release claims against all
8 Released Parties as follows:

9 (a) All Participating Class Members, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, release Released Parties from the Released Class Claims. The "Released Class
12 Claims" are all known and unknown claims that were alleged, or reasonably could have been
13 alleged, based on facts stated in the Operative Complaint, including claims for unpaid wages and
14 overtime, untimely final paychecks, record-keeping violations, itemized wage statements, meal
15 and rest period wages and premiums, business expenses incurred, and restitution and penalties
16 under the Private Attorneys General Act, which occurred during the Class Period, including claims
17 arising under federal, state, or local law, including the California Labor Code. Except as expressly
18 set forth in this Agreement, Participating Class Members do not release any other claims,
19 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
20 Housing Act, unemployment insurance, disability, social security, workers' compensation, or
21 claims based on facts occurring outside the Class Period. "Released Parties" means Defendant and
22 each of its former and present directors, officers, shareholders, owners, employees, attorneys,
23 insurers, predecessors, successors, parents, assigns and subsidiaries.

24
25 (b) All Aggrieved Employees and the LWDA release, on behalf of themselves
26 and their respective former and present representatives, agents, attorneys, heirs, administrators,
27 successors, and assigns, the Released Parties from all of the Released PAGA Claims. The
28

1 “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
2 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
3 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
4 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
5 discrimination, unemployment insurance, disability and worker’s compensation, and PAGA
6 claims outside of the PAGA Period.

7 (c) Plaintiff and his or her respective former and present spouses,
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
9 and discharge Released Parties from all claims related to or arising from transactions, occurrences,
10 or events that occurred prior to the Effective Date (“Plaintiff’s Release”) as fully set forth in the
11 Agreement.

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

17 6. The Court hereby enters judgment in the entire Action as of the filing date of this
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
19 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
20 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
21 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

23
24 Dated: _____

25 _____
26 HON. DAVID COHN
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

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

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

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

EXHIBIT #3

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

SEPTEMBER 19, 2023

FRANCISCO GARCIA

RE: SPECIALTY MINERALS INC.
FILE NUMBER: CA2460.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/30/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. CALL WITH CLIENT TO DISCUSS STATUS.	3.30	850	2,805.00
07/01/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. CONFERENCE WITH CLIENT TO DISCUSS FACTS FOR COMPLAINT.	4.50	850	3,825.00
07/02/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.50	850	3,825.00
07/03/21	ND	REVIEW AND ANALYZE MEAL BREAK PREMIUM ISSUE. RESEARCH REGARDING LOEWS OPINION AND STATUS. REVIEW 2802 CLAIMS AND LEGAL RESEARCH REGARDING THE SAME.	2.90	850	2,465.00
07/06/21	ND	REVIEW EMAILS AND DOCS FROM CLIENT REGARDING DFEH AND RETALIATION CLAIMS. LEGAL RESAECH 1102.5 OPINIONS. ANALYZE OFF THE CLOCK WORK TASKS. DISCUSS WITH CLIENT.	3.60	850	3,060.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
07/11/21	ND	DRAFT COMPLAINT. LEGAL RESEARCH REGARDING 204 LATE PAYMENT OF WAGE CLAIMS. SEND COMPLAINT TO CLIENT FOR APPROVAL. CONFERENCE WITH CLIENT TO DISCUSS LAWSUIT PROCESS.	5.00	850	4,250.00
07/14/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LEGAL CLAIMS.	2.00	850	1,700.00
07/15/21	ND	LEGAL RESEARCH REGARDING CAL. LAB. CODE 2699. DRAFT PAGA NOTICE, ANALYZE PAY STUBS. UPLOAD TO LWDA WEBSITE.	2.30	850	1,955.00
08/17/21	ND	ANALYZE SUITABLE SEATING CLAIMS. LEGAL RESEARCH REGARDING PREVIOUS COURT DECISIONS AND STATUS OF CURRENT LAW.	2.10	850	1,785.00
09/03/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
09/07/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
09/24/21	RE	REVIEW DAMAGE ANALYSIS/CASE NOTES	0.50	675	337.50
09/24/21	RE	REVIEW & ANALYE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	3.50	675	2,362.50
09/27/21	RE	REVIEW & EDIT CLASS ACTION COMPLAINT DRAFT; FINALIZE DRAFT	2.75	675	1,856.25
09/27/21	RE	PREPARE SUMMONS, CIVIL COVER SHEET, CERTIFICATE OF ASSIGNMENT RE CLASS ACTION	0.50	675	337.50
09/28/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
09/28/21	RE	PREPARE SUMMONS, CIVIL COVER	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SHEET, CERTIFICATE OF ASSIGNMENT RE PAGA ACTION			
09/28/21	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.70	675	472.50
09/28/21	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.60	675	405.00
09/28/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.90	850	1,615.00
11/05/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ACTION	0.50	675	337.50
11/09/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; PURCHASE & REVIEW INITIAL CASE MANAGEMENT ORDER; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE CLASS ACTION	0.60	675	405.00
11/11/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION	0.75	675	506.25
11/11/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT FOR SERVICE VIA KNOX RE PAGA ACTION	0.60	675	405.00
11/15/21	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY RE CLASS ACTION	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/15/21	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.40	675	270.00
11/24/21	KH	DRAFT INITIAL PROOF OF SERVICE; MAIL SERVE COURT'S INITIAL CASE MANAGEMENT ORDER ON DEFENDANT; PREPARE PROOF OF SERVICE FOR SUBMISSION TO COURT.	0.30	250	75.00
01/12/22	RE	PROVIDE NOTICE TO LWDA OF PAGA FILING	0.40	675	270.00
01/19/22	CJ	RESEARCH CASE STATUS, EVALAUTE ALL ORDERS, IN PREPARATION FOR INITIAING M&C WITH DEF	0.50	550	275.00
01/20/22	CJ	PREPARE FOR AND CONDUCT M&C T/C WITH DEF	1.00	550	550.00
01/24/22	CJ	EVALUATE ALL PRIOR ORDERS ADN M&C NOTES WITH DEF, EVALUATE CASE NOTES ADN CASE STATUS RE PAGA ACTION, DETERMINE REQUIREMENTS FOR JOINT REPORT, DRAFT JOINT REPORT, SENT TO DEF	1.50	550	825.00
01/24/22	CJ	EVALUATE ALL PRIOR ORDERS, EVALUATE CASE NOTES AND CASE STATUS RE CLASS ACTION, DETERMINE REQUIREMENTS FOR JOINT REPORT, DRAFT JOINT REPORT, SENT TO DEF	1.00	550	550.00
01/25/22	KH	REVIEW/REVISE JOINT INITIAL CASE MANAGEMENT STATEMENT (CLASS); FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON OPPOSING COUNSEL; EMAIL TO COUNSEL RE ELECTION FOR E-SERVICE.	0.50	250	125.00
01/25/22	KH	REVIEW/REVISE JOINT INITIAL CASE MANAGEMENT STATEMENT (PAGA); FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		E-SERVICE ON OPPOSING COUNSEL.			
01/25/22	CJ	EVALUATE CA JOINT REPORT, REVISE, FINALIZE FOR SERVICE	0.75	550	412.50
01/25/22	CJ	EVALUATE PAGA JOINT REPORT, REVISE, FINALIZE FOR SERVICE	0.50	550	275.00
02/03/22	CJ	PREPARE FOR AND APPEAR AT CMC (PAGA)	1.00	550	550.00
02/04/22	CJ	PREPARE FOR CLASS ACTION CASE MANAGEMENT CONFERENCE BY RESEARCHING CMC ST. AND STATUS OF CLAIMS, APPEAR AT CMC, MEMORIALIZE SAME TO FIRM	1.50	550	825.00
02/11/22	KH	DRAFT INITIAL DISCOVERY IN THE CLASS ACTION CASE: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES WITH DRAFT BELAIRE-WEST NOTICE; REQUESTS FOR ADMISSIONS; REQUESTS FOR PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK.	1.70	250	425.00
02/11/22	KH	DRAFT INITIAL DISCOVERY IN THE PAGA ACTION: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES WITH DRAFT BELAIRE-WEST NOTICE; REQUESTS FOR ADMISSIONS; REQUEST FOR PRODUCTION; NOTICE OF TAKING DEPOSITION OF DEFENDANT PMK.	1.50	250	375.00
03/10/22	KH	COMPILE/ORGANIZE AND BATES NUMBER PLAINTIFF DOCUMENTS IN PREPARATION FOR MEDIATION.	0.30	250	75.00
03/10/22	CJ	RESEARCH CASE AND CLAIMS IN PREPARATION FOR DRAFTING MEDIATION DATA AND DOCUMENT REQUEST, ANALYZE PL'S DOCS AND 1198 RESPONSE DOCS AND CREATE EXHIBITS IN EXHIBIT BOOK FOR MEDAITION	2.00	550	1,100.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/10/22	CJ	CONTINUE EVALUATION OF CASE AND CLAIMS, DRAFT LETTER TO DEF RE MEDIATION DATA AND DOCUMETNS REQUIRED TO MEDIATE	1.00	550	550.00

TOTAL BILLED HOURS

CHARLOTTE JAMES	10.75 hr @ 550.00	\$ 5,912.50
KARLA HORNE	4.80 hr @ 250.00	\$ 1,200.00
NICK DEBLOUW	32.10 hr @ 850.00	\$ 27,285.00
RICO EHMANN	17.20 hr @ 675.00	\$ 11,610.00
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES

70.05

\$ 48,347.50

TOTAL CURRENT CHARGES

\$ 48,347.50

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/17/2022		Review/organize client's documents; Bates number and prepare for production/use at Mediation. 	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
07/12/2022		Review draft stip to continue CMC; advise CJ to file CMC statement. 	CA2460 Specialty Minerals	Piya Mukherjee	0.50h	\$750.00	-	\$375.00
07/12/2022		Research status of case and claims 	CA2460 Specialty Minerals	Charlotte James	0.75h	\$550.00	-	\$412.50
07/12/2022		Draft Joint Stipulation re CMC, advise PM 	CA2460 Specialty Minerals	Charlotte James	0.75h	\$550.00	-	\$412.50
07/12/2022		Draft Joint CMC St. (PAGA action) 	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
07/14/2022		Research case and claims and draft J-Report to OPC, sent to OPC for incorp 	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
07/18/2022		Review documents and legal and factual issues; review draft joint CMC statements. 	CA2460 Specialty Minerals	Piya Mukherjee	1.50h	\$750.00	-	\$1,125.00
07/19/2022		Review/revise Joint Case Management Report in the Class case; Finalize and prepare for submission to Court with E-service	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		on all counsel. 						
07/19/2022		Review/revise Joint Case Management Report in the PAGA case; Finalize and prepare for submission to Court with E-service on all counsel. 	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
07/19/2022		Draft Stipulation to Consolidate Class & PAGA actions with proposed order. 	CA2460 Specialty Minerals	Karla Horne	0.80h	\$250.00	-	\$200.00
07/20/2022		Review and revise stipulation to consolidate class and PAGA action. 	CA2460 Specialty Minerals	Piya Mukherjee	0.50h	\$750.00	-	\$375.00
07/25/2022		Review/revise Joint Case Management Report in the Class case with corrected CMC date per Court's Order; Finalize and prepare for submission to Court with E-service on all counsel with updated service list. 	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
07/25/2022		Review/revise Joint Case Management Report in the PAGA case with corrected CMC date per Court's Order; Finalize and prepare for submission to Court with E-service on all counsel with updated service list.	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
08/05/2022	②	Review Stipulation to file First Amended Complaint and [Proposed] Order; Finalize and prepare for submission to Court with E-service on all counsel. ● Unbilled	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.28
08/05/2022	②	Review and finalize stipulation re amended complaint; review complaints and strategize re consolidation. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	0.50h	\$750.00	-	\$375.00
08/08/2022	②	Review prior orders, evaluate case and claims in prep for drafting Joint Report, research ROA, ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
08/10/2022	②	Review and analyze notice of remote appearance and courtcall in preparation for CMC appearance. ● Unbilled	CA2460 Specialty Minerals	Christine LeVu	0.20h	\$750.00	-	\$150.00
08/10/2022	②	Research local court rules for remote appearance requirements; Draft judicial council form notice; Finalize and prepare for submission to Court with E-service on opposing counsel. ● Unbilled	CA2460 Specialty Minerals	Karla Horne	0.70h	\$250.00	-	\$175.00
08/10/2022	②	Strategize re CMC appearance;	CA2460	Piya	0.50h	\$750.00	-	\$375.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		review legal and factual issues. ● Unbilled	Specialty Minerals	Mukherjee				
08/10/2022	②	Courtcall re Case Management Conference. ● Unbilled	CA2460 Specialty Minerals	Christine LeVu	0.00h	\$750.00	-	\$0.00
08/11/2022	②	Review the case docket to verify Case Management hearing is still on calendar for 08/19/2022. Contact Court Call and reserve telephonic appearance. Obtain confirmation and forward to appearing attorney. ● Unbilled	CA2460 Specialty Minerals	Heather Drosi	0.30h	\$250.00	-	\$75.00
08/16/2022	②	Draft FAC; review stip granting leave to file amended complaint. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	1.00h	\$750.00	-	\$750.00
08/17/2022	②	Finalize First Amended Complaint with updated service list; Prepare for submission to court with E-service on all counsel. ● Unbilled	CA2460 Specialty Minerals	Karla Horne	0.50h	\$250.00	-	\$125.00
08/17/2022	②	Review/revise/finalize FAC; upload FAC to LWDA website. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	0.75h	\$750.00	-	\$562.50
08/18/2022	②	Review file and CMC stmt; discuss with PM; prepare for CMC ● Unbilled	CA2460 Specialty Minerals	Jeffrey Herman	1.00h	\$750.00	-	\$750.00
08/19/2022	②	Prepare and appear for CMC;	CA2460	Jeffrey	1.50h	\$750.00	-	\$1,125.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		advise PM ● Unbilled	Specialty Minerals	Herman				
08/19/2022	🕒	Advise JH re upcoming CMC; review CMC summary and strategize re the same. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	0.50h	\$750.00	-	\$375.00
08/30/2022	🕒	Evaluate status of mediation data and docs received to date, correspond with OPC re same ● Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
09/01/2022	🕒	Analyze case posture, determine next cmc date, review case notes, analyze joint report filing deadlines and previous reports submitted to date ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
09/06/2022	🕒	Evaluate status of mediation discovery, draft correspondence to OPC re pre mediation discovery ● Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
09/07/2022	🕒	Advise OPC re issue on data received, eval AJB assessment re same ● Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
09/09/2022	🕒	Speak with client in advance of mediation, analyze claims, advise AJB ● Unbilled	CA2460 Specialty Minerals	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/14/2022	🕒	Prepare for and appear at CMC, memorialize outcome to firm ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
09/16/2022	🕒	Search ROA, download/save FAC ● Unbilled	CA2460 Specialty Minerals	Gerardo Galaviz	0.20h	\$250.00	-	\$50.00
09/16/2022	🕒	Research status of PAGA action, consolidation, FAC and request to dismiss ● Unbilled	CA2460 Specialty Minerals	Charlotte James	0.75h	\$550.00	-	\$412.50
09/20/2022	🕒	Review & advise AJ re mediation brief draft; pull exhibits; forward to AJ to review & finalize ● Unbilled	CA2460 Specialty Minerals	Ricardo Ehmman	2.20h	\$675.00	-	\$1,485.00
09/20/2022	🕒	Draft mediation brief. ● Unbilled	CA2460 Specialty Minerals	AJ Bhowmik	6.00h	\$895.00	-	\$5,370.00
09/26/2022	🕒	Review status of action and upcoming case management dates and Def. documents; review and revise request for dismissal of PAGA action. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	1.00h	\$750.00	-	\$750.00
09/26/2022	🕒	Add individual claims to case notes, calculate individual damages, advise AJB ● Unbilled	CA2460 Specialty Minerals	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
09/26/2022	🕒	Review status of complaints and status of claims, draft request for dismissal, advise PM	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
09/27/2022		Prepare for mediation, review and analyze mediation brief, advise AJB Unbilled	CA2460 Specialty Minerals	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
09/28/2022		Attend mediation Unbilled	CA2460 Specialty Minerals	Scott Blumenthal	8.00h	\$450.00	-	\$3,600.00
09/28/2022		Prep and appear for mediation. Unbilled	CA2460 Specialty Minerals	AJ Bhowmik	8.00h	\$895.00	-	\$7,160.00
10/07/2022		Analyze mediation brief, analyze case notes, and docs received in preparation for drafting discovery, research discovery that has been propounded and discovery that is still outstanding Unbilled	CA2460 Specialty Minerals	Charlotte James	1.50h	\$550.00	-	\$825.00
10/07/2022		Revise discovery requests to Defendant, finalize, and propound to Defendant Unbilled	CA2460 Specialty Minerals	Charlotte James	1.50h	\$550.00	-	\$825.00
10/10/2022		Evaluate Belaire Notice, draft email to OPC and send notice requesting feedback in light of discovery Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
10/11/2022		Continue analysis of case and claims and status of discovery, draft protective order and sent to OPC, follow up on Belaire Notice	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled						
10/14/2022		Evaluate OPC email re discovery and AJB positions re same, craft response Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
10/14/2022		Evaluate status of mediation docs, and email OPC re same Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
10/17/2022		Research damages analysis, mediation brief re rounding and specific bonuses received by plaintiff in preparation for drafting set 2 discovery requests, research rounding Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00h	\$550.00	-	\$550.00
10/17/2022		Draft Set 2 discovery requests to Def, revised, and sent to PM for feedback Unbilled	CA2460 Specialty Minerals	Charlotte James	1.50h	\$550.00	-	\$825.00
10/19/2022		Review status of discovery, preservation letter, and Belaire notice, advise OPC re same Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
10/21/2022		Review Def's proposal re possible settlement and advise PM and AJB, draft response re same Unbilled	CA2460 Specialty Minerals	Charlotte James	0.50h	\$550.00	-	\$275.00
12/15/2022		Draft: draft mediation data request;	CA2460	Victoria	1.50h	\$750.00	-	\$1,125.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		review documents and data produced; review exhibit book; review mediation confirmation; correspondence to Def ● Unbilled	Specialty Minerals	Rivapalacio				
01/15/2023	🕒	Review and analyze data produced for mediation. Analyze discovery to date. Review court docket and legal research regrading 204 (a) & (d) violations. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	4.50h	\$850.00	-	\$3,825.00
01/17/2023	🕒	Analyze pay stub exemplars. Legal research wage statement recent court opinions. Call with client to discuss various pay codes on pay statements. Prepare for mediation. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	3.80h	\$850.00	-	\$3,230.00
01/25/2023	🕒	Review incentive pay data. Research regarding regular rate exclusions from overtime pay. Analyze Code of Federal regulations. Conference with client to discuss settlement authority and facts for mediation brief. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	0.90h	\$850.00	-	\$765.00
01/27/2023	🕒	Analyze Defendant's wage and hour policy documents. Start drafting mediation brief. Review facts and law. Analyze 2802 phone reimbursement claims. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	5.40h	\$850.00	-	\$4,590.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/01/2023	🕒	Draft and file mediation brief. ● Unbilled	CA2460 Specialty Minerals	AJ Bhowmik	8.00h	\$895.00	-	\$7,160.00
02/02/2023	🕒	Review docs re settlement issues. Advise AJ. ● Unbilled	CA2460 Specialty Minerals	Norm Blumenthal	2.00h	\$995.00	-	\$1,990.00
02/03/2023	🕒	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Review time punch data for meal break violations. Analyze rest period allegations. Conference with client to discuss status. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	3.60h	\$850.00	-	\$3,060.00
02/05/2023	🕒	Analyze class demographics and data. Draft MOU for mediation. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	1.40h	\$850.00	-	\$1,190.00
02/06/2023	🕒	Prepare for mediation, review and analyze mediation brief, advise AJB ● Unbilled	CA2460 Specialty Minerals	Scott Blumenthal	2.60h	\$450.00	-	\$1,170.00
02/07/2023	🕒	Review mediation and all exhibits attached thereto. Analyze expert report damage and penalty analysis and notes and assumptions. Prepare for mediation. ● Unbilled	CA2460 Specialty Minerals	Nicholas De Blouw	2.30h	\$850.00	-	\$1,955.00
02/08/2023	🕒	Prep and appear for mediation. ● Unbilled	CA2460 Specialty Minerals	AJ Bhowmik	10.00h	\$895.00	-	\$8,950.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

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09/19/2023
4:39 PM

11/17

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09/19/2023
4:39 PM

14/17

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		preliminary approval; prepare exhibits for decl; final declaration ● Unbilled	Specialty Minerals	Nordrehaug				
05/10/2023	🕒	Review and revise motion for preliminary approval; prepare motion for final; file and serve motion; serve LWDA ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	2.25h	\$950.00	-	\$2,137.50
06/07/2023	🕒	Court appearance - motion for prelim approval; review documents; review tentative and circulate tentative; prepare for hearing ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	1.50h	\$950.00	-	\$1,425.00
06/09/2023	🕒	Review docket; download order; review order and double check hearing time; email Defendant; Memo to Admin with documents ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
06/09/2023	🕒	Review/analyze signed prelim app order. Adjust calendar. Analyze next steps to finalize settlement. ● Unbilled	CA2460 Specialty Minerals	AJ Bhowmik	2.00h	\$895.00	-	\$1,790.00
07/10/2023	🕒	Review Admin email; review preliminary calculations; update approval outline; respond ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
08/03/2023	🕒	Review Admin email and Admin report ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	0.20h	\$950.00	-	\$190.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h
15/17								

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
09/07/2023	🕒	Review preliminary approval motion and order; review and analyze settlement agreement; begin drafting final approval motion; review billing and costs. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	2.50h	\$750.00	-	\$1,875.00
09/08/2023	🕒	Draft final approval motion; review and analyze preliminary approval order and motion for preliminary approval. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	4.50h	\$750.00	-	\$3,375.00
09/18/2023	🕒	Review and revise motion for final approval; review billing for accuracy; email Defendant; memo to staff ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	3.00h	\$950.00	-	\$2,850.00
09/18/2023	🕒	Review and revise draft declaration of the Admin. Respond to the Admin email ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	0.60h	\$950.00	-	\$570.00
09/18/2023	🕒	Review and revise proposed final order and judgment ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	0.50h	\$950.00	-	\$475.00
09/19/2023	🕒	Draft declaration in support of final approval motion; review revisions to final approval motion. ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	1.50h	\$750.00	-	\$1,125.00
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

16/17

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/19/2023		Review and revise motion and proposed order per Defendant's comments; review final billing for accuracy; memo to staff	CA2460 Specialty Minerals	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
								 Unbilled
					187.85h		\$0.00 0.00h	\$142,469.03 187.85h

EXHIBIT #4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #5

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

SEPTEMBER 19, 2023

FRANCISCO GARCIA

RE: SPECIALTY MINERALS INC.
FILE NUMBER: CA2460.001

COSTS ADVANCED

07/15/21	PAGA FILING FEE	75.00
11/05/21	FILING/ONE LEGAL FEE	537.91
11/09/21	FILING/ONE LEGAL FEE	1,603.45
11/24/21	TURBOCOURT - FILING FEE	9.95
11/30/21	MESSENGER - KNOX	62.35
11/30/21	MESSENGER - KNOX	118.35
11/30/21	MESSENGER - KNOX	1,173.75
12/17/21	ONE LEGAL FEE/FILING FEE	108.35
12/17/21	ONE LEGAL FEE/FILING FEE	108.35
01/25/22	TURBO COURT FILING FEE	9.95
01/25/22	TURBO COURT FILING FEE	9.95
01/26/22	COURT CALL FEE	94.00
01/26/22	COURT CALL FEE	<u>94.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 4,005.36</u>

TOTAL CURRENT CHARGES	<u>\$ 4,005.36</u>
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Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/05/2022	\$	TurboCourt Filing Fee ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	1.00	\$30.67	-	\$30.67
08/11/2022	\$	Court Call Remote Appearance ID 11573541 ● Unbilled	CA2460 Specialty Minerals	Heather Drosi	1.00	\$94.00	-	\$94.00
08/17/2022	\$	TurboCourt Filing Fee ● Unbilled	CA2460 Specialty Minerals	Piya Mukherjee	1.00	\$9.95	-	\$9.95
09/09/2022	\$	Court Call Appearance Fee ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00	\$94.00	-	\$94.00
09/14/2022	\$	San Bernardino docket fee - download amended complaint ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00	\$23.50	-	\$23.50
09/15/2022	\$	Mediation Fee - Ortman ● Unbilled	CA2460 Specialty Minerals	Taylor Gonzalez	1.00	\$13,000.00	-	\$13,000.00
10/02/2022	\$	Expert Fees - Berger. ● Unbilled	CA2460 Specialty Minerals	Chrystal Johnson	1.00	\$2,400.00	-	\$2,400.00
11/16/2022	\$	One Legal filing fee ● Unbilled	CA2460 Specialty Minerals	Charlotte James	1.00	\$92.66	-	\$92.66
02/23/2023	\$	Expert Fees - Berger Consulting Group. ● Unbilled	CA2460 Specialty Minerals	Chrystal Johnson	1.00	\$3,875.00	-	\$3,875.00
03/08/2023	\$	Turbo Court Filing Fee ● Unbilled	CA2460 Specialty Minerals	Gerardo Galaviz	1.00	\$9.95	-	\$9.95
03/10/2023	\$	court appearance at CMC via	CA2460	Victoria	1.00	\$72.00	-	\$72.00
							\$0.00 0.00h	\$19,972.88 0.00h

1/2

Activities Export

09/19/2023
4:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Court Call ● Unbilled	Specialty Minerals	Rivapalacio				
05/31/2023	\$	Knox ● Unbilled	CA2460 Specialty Minerals	Taylor Gonzalez	1.00	\$211.15	-	\$211.15
09/20/2023	\$	Filing fee - motion ● Unbilled	CA2460 Specialty Minerals	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$19,972.88 0.00h

2/2

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN BERNARDINO**

10
11 FRANCISCO GARCIA, an individual, on
behalf of himself, and on behalf of all persons
12 similarly situated,

13 Plaintiff,

14 vs.

15 SPECIALTY MINERALS INC., a
16 corporation; DOES 1 through 50, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25

Case No. **CIVSB21276950**

**DECLARATION OF FRANCISCO
GARCIA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: June 7, 2023

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept: 26

Date Filed: September 29, 2021

Trial Date: Not set

1 I, Francisco Garcia, declare as follows:

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

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

9 3. I worked for Defendant Specialty Minerals Inc. ("Specialty Minerals") in California
10 from October of 2020 to June 11, 2021. I was classified by Specialty Minerals as an hourly,
11 non-exempt employee during that time period.
12

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

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, I was
23 not paid for all the time I worked because Specialty Minerals rounded my time worked in their
24 favor so that I was underpaid each shift by a few minutes. Also, my meal and rest periods were
25 sometimes late, interrupted or missed entirely and I did not receive all the meal and rest break
26 penalty payments I should have received for these violations. Also, when I did receive meal or
27

1 rest break penalty payments, they were underpaid in that they were paid based on my base rate
2 instead of my regular rate.

3 6. This class action case was filed on September 29, 2021. Before the complaint was filed I
4 spoke to my attorneys several times and discussed how Specialty Minerals implemented its
5 company policies and procedures. I also assisted my attorneys in their investigation into my
6 claims by providing them documents and answering their questions. I reviewed the complaint
7 before it was filed and after it was filed I was given access to an electronic file sharing program
8 that alerted me via email when important documents were filed so that I could review them and
9 keep up with the developments in the case which I understood was one of my duties as a class
10 representative. I would also contact my attorneys from time to time if I had any questions about
11 the case.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
16 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
17 benefit of the class members and surrender any right to compromise the group action for an
18 individual gain.
19

20 8. I understood that being a plaintiff/class representative in this case meant that I
21 was seeking damages not only for myself but also other current and/or former hourly, non-
22 exempt employees working for Specialty Minerals in California. I felt that these individuals
23 were not aware of their labor law rights and even if they were they would probably be
24 apprehensive about speaking up or even simply because of the time, effort and risk involved in
25 filing a class action lawsuit.
26

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Specialty Minerals to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

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

11. A mediation took place on September 28, 2022 with Tripper Ortman, a well-respected and experienced mediator of wage and hour class actions. The mediation was unsuccessful and did not result in a settlement. A second mediation took place on February 8, 2023 with Warren Jackson, another well-respected and experienced mediator of wage and hour class actions. Following the second all-day mediation session, the parties agreed to settle the action. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on February 9, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on April 15, 2023.

1 12. I have been actively involved with this class action lawsuit performing the duties
2 described above. Although I did not keep time records, I was in regular contact with my
3 attorneys, reviewed court filings, and spent a significant amount of time on the issues presented
4 during the lawsuit and in the settlement process. I estimate that I spent approximately 30-40
5 hours working on this case up until this point. I believe I have been diligent and have done what
6 is expected of a named plaintiff and a proposed class representative to date, and will continue to
7 do so. I have and always will maintain the best interest of the class members.
8

9 13. My attorneys explained to me that the settlement process involves a two-step
10 review by the Court to determine whether the settlement is fair before approving the settlement.
11 I know this process also involves notifying all class members of the settlement terms and of their
12 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
13 settlement.
14

15 14. I believe I did the right thing by filing this case on behalf of the class members who,
16 subject to court approval, are in line to receive monetary payments as a result of this case and
17 settlement. This is money they may never have ever gotten if I did not pursue this action on their
18 behalf. I feel significant personal satisfaction to know that I played a role in the class members
19 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
20 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
21 compensation for the work I performed and the risks I undertook.
22

23 15. As part of the settlement it was necessary for me to sign a general release of all
24 claims I may have against Specialty Minerals. I believe the Class Representative Service
25 Payment I have requested provides me with some compensation for this agreed release.
26

27 16. I have not entered into any undisclosed agreements nor have I received any
28

undisclosed compensation in this case. The only compensation I will receive is whatever amount the Court approves as a service award, as well as my share as a class member of the settlement fund.

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

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

Executed on May 4, 2023, at Adelanto CA.
(city, state)

~~Francisco Garcia~~
Francisco Garcia (May 4, 2023 12:47 PDT)
Francisco Garcia