

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Jeffrey D. Klein (SBN 297296)
jeff@tomorrowlaw.com
Sarah H. Cohen (SBN 330700)
sarah@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Phone: (310) 428-5555
Fax: (310) 300-1705

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

RACHEL V. CORREIA, an individual; and
on behalf of all others similarly situated and
aggrieved; REBEKAH MEDINA, an
individual; and on behalf of all others
similarly situated and aggrieved; CARLOS
COUSINEAU, an individual; and on behalf
of all others similarly situated and aggrieved;
DANIEL GARCIA, an individual; and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

vs.

GALLO GLASS COMPANY, a Nevada
corporation; NIGEL DART, an individual;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CV-21-006459

**DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: September 1, 2023
Hearing Time: 8:30 a.m.
*[Hearing scheduled by Order dated April 14, 2023
at paragraph 12]*

Judge: Hon. Sonny S. Sandhu
Dept.: 24

Action Filed: December 1, 2021
Trial Date: Not Set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Rachel Correia, Rebekah Medina, Carlos Cousineau, and
4 Daniel Garcia ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and
5 history of this matter. The following facts are within my own personal knowledge, and if called as a
6 witness, I could testify competently to the matters stated herein. This declaration is being submitted
7 in support to the motion for final approval of the class settlement filed by Plaintiff.

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

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action and PAGA Action Settlement Agreement (the

"Agreement") between the parties is attached hereto as Exhibit #2.¹ Plaintiffs and Defendants Gallo Glass Company and Nigel Dart ("Defendants") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount is Three Million Eight Hundred Twenty Thousand Dollars (\$3,820,000) (Agreement at ¶ 12.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel's Attorney's Fees and Litigation Expenses; (3) Settlement Administration Fees and Expenses; (4) the Service Payments to Plaintiffs; and (5) the PAGA Settlement Amount. (Agreement at ¶ 12.) The Gross Settlement Amount does not include Defendant Gallo Class Company's share of payroll taxes. (Agreement at ¶ 41.) The following is a table of the key financial terms of the Settlement and the proposed deductions

\$3,820,000 (Gross Settlement Amount)

- \$40,000 (Plaintiffs' proposed Service Awards not to exceed \$10,000 each)
- \$30,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- \$1,273,333 (Class Counsel Fees Payment - not to exceed amount)
- \$100,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- \$14,000 (Settlement Administration Expenses - not to exceed amount)

\$2,362,667 (Net Settlement Amount)

(b) The Gross Settlement Amount shall be all-in with no reversion to Defendants. (Agreement at ¶ 41.)

(c) Within fourteen (14) days of the Effective Date, Defendant Gallo Glass Company shall deposit the Gross Settlement Amount with the Settlement Administrator. (Agreement at ¶ 60(b).) Thereafter, the distribution of Individual Class Payments to Participating Class Members shall be made by the Settlement Administrator within seven (7) days after the Gross Settlement Amount is funded. (Agreement at ¶ 60(c).)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Plaintiffs' Service Payments, Class Counsel's Attorneys' Fees and Litigation Expenses, the Settlement Administrator's fees and expenses, and the PAGA Settlement Amount (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual

¹ Capitalized terms are defined in the Agreement.

1 Class Payments. (Agreement at ¶¶ 17 and 46(a).) Each Participating Class Member will receive a pro
2 rata share of the Net Settlement Amount based on the number of Workweeks that he or she worked in
3 each position covered by the Settlement during the Class Period (the "Individual Class Payment"),
4 calculated as follows: (Class Member's Workweeks worked ÷ Class Workweeks worked by all
5 Participating Class Members during the Class Period) × Net Settlement Amount = Participating Class
6 Member's Individual Class Payment. (Agreement at ¶ 46(a).) Workweeks were based on Defendants'
7 records; however Class Members had the right to challenge the number of workweeks.

8 (e) Class Members were sent the Court approved Class Notice using the procedure approved
9 by the Court by mailing the notice packets after updating class members' addresses using the National
10 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
11 notices to any forwarding address provided or updated address located. (Agreement at ¶ 54(b), Ex. A.)
12 Class Members were provided with the opportunity to exclude themselves or "opt out" if they did not
13 want to participate in the settlement. (Agreement at ¶ 54(b).) The Class Notice also advised Class
14 Members of their right to object to the Settlement and/or dispute their workweeks. (Agreement at ¶
15 54(b), Ex. A.)

16 (f) A Participating Class Member must cash his or her Individual Class Payment check within
17 180 days after it is mailed. (Agreement at ¶ 61.) Any settlement checks not cashed within 180 days will
18 be voided and any funds from such uncashed checks will be paid to the California Controller's
19 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
20 to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 61.)

21 (g) Phoenix Settlement Administrators was appointed as the Settlement Administrator.
22 (Agreement at ¶ 29; Preliminary Approval Order at ¶ 9.) From the Gross Settlement Amount, the
23 Settlement Administrator shall be paid for the expenses of administering the Settlement in an amount
24 not to exceed \$25,000. (Agreement at ¶ 44; Preliminary Approval Order at ¶ 9.) As set forth in the
25 Kevin Lee Declaration ("Lee Decl."). at ¶ 17, the Settlement Administration Expenses, including fees
26 and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement
27 administration, are \$14,000.

28 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum

1 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment, which will
2 be divided as follows: 50% to Bibiyan Law Group, P.C., and 50% Blumenthal Nordrehaug Bhowmik
3 De Blouw LLP. (Agreement at ¶ 42.) Class Counsel will also be allowed to apply separately for an
4 award of Class Counsel Litigation Expenses Payment in an amount not to exceed \$30,000. (Agreement
5 at ¶ 42.) Subject to Court approval, the Agreement provides for a payment of no more than \$10,000
6 to each Plaintiff as his or her Service Payment.

7 (i) Subject to Court approval, One Hundred Thousand Dollars (\$100,000) will be paid from the
8 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
9 Labor Code Section 2698, *et seq.* ("PAGA"). (Agreement at ¶ 25.) Pursuant to the express requirements
10 of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$75,000) shall be
11 allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil penalties and
12 25% (\$25,000) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
13 Employees based on the number of their respective pay periods worked during the PAGA Period.
14 (Agreement at ¶¶ 16 and 46(b).) As set forth in the accompanying proof of service, the LWDA has been
15 served with this motion and the Agreement.

16 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
17 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
18 settlement is "fair, adequate and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
19 Settlement valued at Three Million Eight Hundred Twenty Thousand Dollars (\$3,820,000) is an
20 excellent result for the Class. This result is particularly favorable in light of the fact that liability was
21 far from certain in light of the defenses asserted by Defendants. Given the complexities of this case and
22 the defenses asserted, along with the uncertainties of proof at trial and appeal, the proposed settlement
23 is fair, reasonable and adequate, and should be finally approved.

24
25 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
26 dated April 14, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
27 to the Class. The reaction of the Class unequivocally supports approval of the Settlement On June 12,
28 2023, the Settlement Administrator mailed the Court-approved Class Notice to the Class Members,

1 which provided each class member with the terms of the Settlement, including notice of the claims at
2 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service awards
3 that were being sought, how individual settlement awards would be calculated, and the specific,
4 estimated payment amount to that individual. See Lee Decl. ¶ 5, Exh. A. In disseminating the notices,
5 the Settlement Administrator followed the notice procedures authorized by the Court in its Preliminary
6 Approval Order. Significantly, there have been no objections and only three opt-outs. Lee Decl. ¶¶ 8-9.
7 As a result, nearly the entire Class will participate in the Settlement and will be sent a settlement check,
8 representing 99.69% of the Class. See Lee Decl. at ¶¶ 11, 14.

9
10 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
11 Class Members were not provided all minimum wages and overtime compensation and at the correct
12 rate, were not provided and/or paid for meal and rest periods, were not reimbursed for reasonable
13 business expenses, and were not provided accurate itemized wage statements. The Action seeks unpaid
14 wages, penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and
15 owing to Plaintiffs and the other Class Members by virtue of the foregoing claims.

16
17 6. Procedural History of the Litigation

18 (a) On September 23, 2021, Plaintiff Carlos Cousineau filed with the LWDA and served on
19 Defendant Gallo Glass Company a notice under Labor Code section 2699.3 stating he intended to serve
20 as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor
21 Code violations ("Cousineau PAGA Notice"). On December 7, 2021, Plaintiff Carlos Cousineau filed
22 a Class Action Complaint, Case No. CV-21-006567 in the Superior Court of the County of Stanislaus,
23 against Defendant Gallo Glass Company for violations of the California Labor Code and California
24 Business and Professions Code. ("Cousineau Class Action"). On December 8, 2021, Plaintiff Carlos
25 Cousineau filed a Complaint seeking civil penalties under the Labor Code Private Attorneys General
26 Act of 2004 ("PAGA") against Defendant Gallo Glass Company, Case No. CV-21-006587 ("PAGA
27 Complaint").

28 (b) On December 1, 2021, Plaintiffs Rachel V. Correia and Rebekah Medina filed a Class

1 Action Complaint, Case No. CV-21-006459 in the Superior Court of the County of Stanislaus, against
2 Defendants Gallo Glass Company and Nigel Dart for violations of the California Labor Code and
3 California Business and Professions Code ("Correia Class Action"). On December 8, 2021, Plaintiff
4 Rachel V. Correia and Rebekah Medina filed with the LWDA and served on Defendants a notice under
5 Labor Code section 2699.3 stating they intended to serve as proxies of the LWDA to recover civil
6 penalties on behalf of Aggrieved Employees for various Labor Code violations ("Correia PAGA
7 Notice," and with the Cousineau PAGA Notice, the "PAGA Notices"). On July 18, 2022, Plaintiff
8 Rachel Correia filed a Complaint seeking civil penalties under the Labor Code Private Attorneys
9 General Act of 2004 ("PAGA") against Defendants Gallo Glass Company and Nigel Dart, Case No.
10 CV-22-003278.

11 (c) On December 2, 2022, the Honorable Sonny S. Sandhu entered an order in the Correia Class
12 Action granting the Parties' Joint Stipulation for Order Granting Plaintiff Leave to File First Amended
13 Complaint and thereby effectively consolidated Case Nos. CV-21-00645, CV-21-006567,
14 CV-21-006587, and CV-22-003278. On December 5, 2022, Plaintiff Rachel Correia, Plaintiff Rebekah
15 Medina, Plaintiff Carlos Cousineau, and Plaintiff Daniel Garcia, filed a First Amended Class And
16 Representative Action Complaint in the Correia Class Action for violations of the California Labor
17 Code, California Business and Professions Code, and PAGA. November 8, 2022, Plaintiff filed a First
18 Amended Complaint in this Action. The First Amended Complaint is the operative complaint in the
19 Action (the "Operative Complaint").

20 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
21 including production of documents, class data, and other information, allowing for the full and complete
22 analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained
23 by Plaintiffs included: (1) time punch data showing employees' meal periods and their time worked
24 covering 945 employees and 502,628 shifts over 131,713 work weeks; (2) Payroll data for employees
25 in the Class; (3) Defendant Gallo Glass Company's employee wage and hour policies; (5) the
26 employment files for the Plaintiffs; and, (7) samples of wage statements provided by Defendants. As
27 such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiffs'
28 expert to prepare the valuations of the claims for the Class.

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

7 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
8 to mediation, the Parties engaged in the above investigation and the exchange of documents and
9 information in connection with the Action. On January 11, 2023, the Parties participated in an all-day
10 mediation presided over by Jeff Ross, a respected and experienced mediator of wage and hour class
11 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
12 to settle the Action based upon a mediator's proposal which was memorialized in the Agreement. At
13 all times, the negotiations were arm's length and contentious.

14 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
15 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
16 settlement, the Action is appropriate for class treatment. Defendants contend, among other things, that
17 is has correctly compensated the Class Members and complied at all times with the California Labor
18 Code, applicable Wage Order, and all other laws and regulations. Further, Defendants contend that
19 class certification is inappropriate for any reason other than for settlement. Plaintiffs contends that
20 Defendants violated California wage and hour laws. Plaintiffs further contend that the Action is
21 appropriate for class certification on the basis that the claims meet the requisites for class certification.
22 Without admitting that class certification is proper, Defendants have stipulated that the above Class may
23 be certified for settlement purposes only. (Agreement at ¶ 70.) The Parties agree that certification for
24 settlement purposes is not an admission that class certification is proper. Further, the Agreement is not
25 admissible in this or any other proceeding as evidence that the Class could be certified absent a
26 settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites
27 for establishing class certification with respect to the Class are satisfied.

28 (h) Class Counsel has conducted an investigation into the facts of the class action. Class

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

11
12 7. History of Settlement Discussions

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

21 (b) The Parties attended an arms-length mediation session with Jeffrey Ross, Esq., a respected
22 and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
23 preparation for the mediation sessions, Defendants provided Class Counsel with necessary information
24 for the members of the Class, including time data, payroll data and data concerning the composition of
25 the Class. Plaintiffs analyzed the data with the assistance of damages expert, Berger Consulting Group,
26 and prepared and submitted a mediation brief and damage valuation to the Mediator. Following the
27 mediation, the Parties were able to agree to settle the Action based upon a mediator's proposal.

28 (c) From January 2023 to February 2023, the Agreement and exhibits thereto were drafted,

1 finalized and executed, and presented to this Court on for preliminary approval on April 14, 2023. The
2 Court granted preliminary approval on April 14, 2023, and the Preliminary Approval Order was entered
3 by this Court that same date.

4 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
5 In my judgment as experienced Class Counsel, this Settlement should be finally approved.
6

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

8 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
9 the Plaintiffs and the other Class Members. Defendants asserted that Defendants' practices complied
10 with all applicable Labor laws. Defendants maintained that Labor Code §514 barred wage claims on
11 behalf of union employees and union employees constitute the vast majority of the Class. Defendants
12 argued that all work time was paid for and that the regular rate was properly calculated when paying
13 wages. Defendants contend that their meal and rest period policies fully complied with California law
14 and that Defendants' timekeeping system recorded meal periods, and was not required to record rest
15 periods. Defendants maintain that employees attested daily whether they did or did not have the
16 opportunity to take compliant meal and rest periods, and were paid a premium when they were now.
17 Defendants established that they paid premiums which could be argued as evidence of lawful practices.
18 Defendant also maintained that employees waived their second meal period for shifts worked between
19 10 and 12 hours, and in such cases received a complaint first meal period. As to expenses
20 reimbursement, Defendants contended that they paid for all legally required business expenses and any
21 unpaid cell phone usage was merely convenient and voluntary such that reimbursement was not legally
22 required. Finally, Defendants could argue that the Supreme Court decision in *Brinker v. Superior*
23 *Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims, on liability, value, and class certifiability
24 as to the meal and rest period claims. Defendants also argues that based on their facially lawful
25 practices, they acted in good faith and without willfulness, which if accepted would negate the claims
26 for waiting time penalties and/or inaccurate wage statements. If successful, Defendants' defenses could
27 eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe that these defenses
28 could be overcome, Defendants maintain these defenses have merit and therefore present a serious risk

1 to recovery by the Class.

2 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
3 unable to maintain a certified class through trial, and thereby not recover on behalf of any employees
4 other than themselves. At the time of the mediation, Defendants continued to forcefully oppose the
5 propriety of class certification, arguing that individual issues precluded such findings. Further, as
6 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
7 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class
8 has been certified. While other cases have approved class certification in wage and hour claims, class
9 certification in this action was hotly disputed and the maintenance of a certified class through trial was
10 by no means a foregone conclusion.

11 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
12 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event
13 of an adverse judgment. A post-judgment appeal by Defendants would have required many more years
14 to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
15 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
16 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
17 and length of a trial against Defendants through possible appeals which could take at least another two
18 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
19 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
20 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
21 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
22 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiffs
23 and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon
24 their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in the
25 Agreement is in the best interest of the Class.

26 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants'
27 defenses to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of
28 preliminary approval which discussed the value of the class claims in detail, the Gross Settlement

1 Amount compares favorably to the value of the claims. As set forth in the Declaration of Kyle
2 Nordrehaug filed in support of preliminary approval which discussed the value of the class claims in
3 detail, the Gross Settlement Amount compares favorably to the value of the claims. The calculations
4 to compensate for the amount due to the Class Members at the time this Settlement was negotiated were
5 calculated by Plaintiffs' expert, Berger Consulting Group, in advance of mediation. As to the Class
6 whose claims are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the
7 potential unpaid wages for the employees. The maximum potential damages were calculated to be
8 \$929,304 for the alleged unpaid wages due to off the clock work, \$9,662,167 for alleged meal period
9 damages based upon a 64% violation rate potentially found in the time punch records and after
10 deducting premiums paid by Defendants, \$8,657,004 for alleged rest period damages based upon the
11 alleged 100% violation rate, and \$168,655 for the alleged unreimbursed business expenses. Therefore,
12 it was calculated that Defendants were subject to a maximum damage claim in the amount of
13 \$19,417,130. As to potential penalties, Plaintiffs calculated that wage statement penalties were a
14 maximum of \$3,150,100 and potential waiting time penalties were \$3,011,667.² Consequently, the
15 Gross Settlement Amount of \$3,820,000 represents more than 19% of the maximum value of the
16 alleged damages at issue in this case at the time this Settlement was negotiated, assuming these amounts
17 could all be proven in full at trial.³ The above maximum calculations should then be adjusted in
18 consideration for both the risk of class certification and the risk of establishing class-wide liability on
19 all claims. Given the amount of the settlement as compared to the potential value of claims in this case
20

21
22 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
23 226, at mediation, Plaintiffs recognized that these claims were subject to additional, separate defenses
24 asserted by Defendants, including, a good faith dispute defense as to whether any premium wages for
25 meal or rest periods or other wages were owed given Defendants' position that Plaintiffs were properly
26 compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no
27 willful failure to pay wages if the employer and employee have a good faith dispute as to whether and
28 when the wages were due.").

26 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
27 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
28 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

1 and the defenses asserted by Defendants, this settlement is fair and reasonable.⁴

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
3 significant recovery, particularly when viewed in light of the fact that the Defendants asserted serious
4 and substantial defenses. Currently, the maximum and average class member allocations from the class
5 settlement (excluding PAGA) are \$4,370.12 and \$2,433.23, respectively. *See* Lee Decl. ¶14. Given the
6 complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed
7 Settlement is fair, reasonable and adequate, and should be finally approved.

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

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 8th day of August, 2023, at San Diego, California.

15 /s/ Normand Blumenthal
16 Norman B. Blumenthal
17
18
19
20
21

22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
27 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F. 3d 454, 459 (9th Cir. 2000) (affirming approval of
28 a class settlement which represented "roughly one-sixth of the potential recovery"). See also *Viceral*
v. Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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 Ehmman

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);

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameritrust, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

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

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

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

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

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

1 (Counsel of record listed on next page)
2
3
4
5

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

9 RACHEL V. CORREIA, an individual; and on
10 behalf of all others similarly situated and
11 aggrieved; REBEKAH MEDINA, an individual;
12 and on behalf of all others similarly situated and
13 aggrieved; CARLOS COUSINEAU, an
14 individual; and on behalf of all others similarly
15 situated and aggrieved; DANIEL GARCIA, an
16 individual; and on behalf of all others similarly
17 situated and aggrieved,

18 Plaintiffs,

19 vs.

20 GALLO GLASS COMPANY, a Nevada
21 corporation; NIGEL DART, an individual; and
22 DOES 1 through 100, inclusive,

23 Defendants.
24
25
26
27
28

CASE NO. CV-21-006459

**CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Department: 24
Judge: Honorable Sonny S. Sandhu

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

jeff@tomorrowlaw.com

Sarah H. Cohen (SBN 330700)

sarah@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Phone: (310) 428-5555

Fax: (310) 300-1705

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 68687)

norm@bamlawca.com

Kyle R. Nordrehaug (SBN 205975)

kyle@bamlawca.com

Aparajit Bhowmik (SBN 248066)

AJ@bamlawca.com

Jeffrey S. Herman (SBN 289058)

jeffrey@bamlawca.com

Sergio J. Puche (SBN 289437)

sergiojulian@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Phone: (858) 551-1223

Fax: (858) 551-1232

Attorneys for Plaintiffs and the Proposed Class

PAUL HASTINGS LLP

NANCY L. ABELL (SB# 088785)

nancyabell@paulhastings.com

515 South Flower Street

Twenty-Fifth Floor

Los Angeles, California 90071-2228

Tel: 1-213-683-6162

Fax: 1-213-627-0705

PAUL HASTINGS LLP

RAYMOND W. BERTRAND (SB# 220771)

raymondbertrand@paulhastings.com

4747 Executive Drive

Twelfth Floor

San Diego, California 92121

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Tel: 1-858-458-3000
Fax: 1-858-458-3005

Attorneys for Defendants
Gallo Glass Company and Nigel Dart

1 This Class Action and PAGA Action Settlement Agreement (hereinafter “**Settlement**,”
2 “**Settlement Agreement**,” or “**Agreement**”) is entered into by and between Rachel Correia,
3 Rebekah Medina, Carlos Cousineau, and Daniel Garcia, individually, on behalf of all others
4 similarly situated, and on behalf of the State of California (collectively, “**Plaintiffs**”); and
5 Defendants Gallo Glass Company (“**Gallo Glass Company**”) and Nigel Dart (“**Defendants**”).
6 This Agreement refers to Plaintiffs and Defendants collectively as the “**Parties**,” and individually
7 as “**Party**.”

8 Subject to Court approval, Plaintiffs and Defendants agree to settle the Action on the
9 terms and conditions and for the consideration set forth in this Settlement Agreement.

10 **DEFINITIONS**

11 For purposes of this Settlement Agreement, the following terms will have the defined
12 meanings:

13 1. “**Action**” means the civil action entitled *Rachel V. Correia, Rebekah Medina and*
14 *Carlos Cousineau v. Gallo Glass Company, et al.*, pending before the Superior Court of the State
15 of California County of Stanislaus (the “Court”), Case No. CV-21-006459.

16 2. “**Aggrieved Employees**” means all current and former employees of Defendant
17 Gallo Glass Company who worked for Gallo Glass Company in the State of California, while
18 classified as non-exempt, at any time during the PAGA Period.

19 3. “**Aggrieved Employees’ PAGA Settlement**” means the 25% (*i.e.*, \$25,000 in the
20 aggregate) of the PAGA Settlement Amount that will be distributed among all Aggrieved
21 Employees as described in paragraph 46(b) for its share of the settlement of claims for civil
22 penalties under PAGA, as required by Cal. Lab. Code § 2699(i).

23 4. “**Class Counsel**” means David D. Bibiyan, Jeffrey D. Klein, Sarah H. Cohen and
24 Vedang J. Patel of Bibiyan Law Group, P.C., and Norman B. Blumenthal, Kyle R. Nordrehaug,
25 Aparajit Bhowmik, Jeffrey S. Herman and Sergio J. Puche of Blumenthal Nordrehaug Bhowmik
26 de Blouw LLP.

1 5. **“Class Members”** means all current and former employees of Defendant Gallo
2 Class Company who worked for Gallo Glass Company in the State of California, while classified
3 as non-exempt, at any time during the Class Period.

4 6. **“Class Period”** means the period from December 1, 2017 through the earlier of:
5 (1) the date the Court grants preliminary approval of this Settlement; or (2) the exhaustion of
6 151,296 Workweeks (unless Defendant Gallo Glass Company elects, pursuant to paragraph 45, to
7 extend the Class Period by increasing the number of Workweeks).

8 7. **“Class Settlement”** means the Net Settlement Amount, which distributed to
9 Participating Class Members as described in paragraph 46(a).

10 8. **“Class Settlement Share”** means each Class Member’s share of the Net
11 Settlement Amount as provided by this Agreement.

12 9. **“Defense Counsel”** means Paul Hastings LLP.

13 10. **“Effective Date”** means the date on which this Settlement is deemed final. The
14 Settlement’s Effective Date will be the earlier of (i) the deadline for filing a timely appeal if no
15 such appeal from the final approval of the Settlement and judgment is filed; or (ii) if a timely
16 appeal is filed, the date the appeal is dismissed or withdrawn or the date of final affirmation of the
17 judgment on appeal if the appeal is not dismissed or withdrawn; or (iii) the date the Court grants
18 final approval of the Settlement and enters the judgment if *both* (a) no Participating Class
19 Member makes an objection to the Settlement, *and* (b) the Court awards the full Service
20 Payments sought by Plaintiffs and the full Class Counsel’s Attorneys’ Fees and Litigation
21 Expenses sought by Class Counsel.

22 11. **“Employer Taxes”** means the legally-mandated employer-paid portion of the
23 payroll taxes required to effectuate the settlement of wage claims.

24 12. **“Gross Settlement Amount”** means the Gross Settlement Amount that Defendant
25 Gallo Glass Company will be obligated to pay in connection with the Settlement, which is
26 \$3,820,000. This sum will include all Individual Class Payments to Participating Class Members;
27

1 all Service Payments to named Plaintiffs; the PAGA Settlement Amount (75% of which is
2 allocated to the LWDA Payment and 25% of which is allocated to the Aggrieved Employees’
3 PAGA Settlement and distributed as Individual PAGA Payments to Aggrieved Employees); all
4 Class Counsel’s attorneys’ fees and litigation costs; and all settlement administration fees and
5 costs paid to the Settlement Administrator. The Gross Settlement Amount covers 137,542
6 Workweeks worked, plus a 10% escalator/buffer (*i.e.*, 137,542 Workweeks + 13,754 Workweeks
7 = 151,296 Workweeks). The Gross Settlement Amount expressly excludes Employer Taxes,
8 which shall be paid by Defendant Gallo Glass Company separate, apart, and in addition to the
9 Gross Settlement Amount.

10 13. **“Individual Class Payment”** means each Participating Class Member’s share of
11 the Net Settlement Amount paid for the settlement and release of class claims through the Class
12 Period.

13 14. **“Individual PAGA Payment”** means each Aggrieved Employee’s share of the
14 Aggrieved Employees’ PAGA Settlement paid for the settlement and release of PAGA Claims
15 through the PAGA Period.

16 15. **“LWDA”** means the California Labor & Workforce Development Agency.

17 16. **“LWDA Payment”** means the \$75,000 portion of the PAGA Settlement Amount
18 that will be payable to the LWDA for its share of the settlement of claims for civil penalties under
19 PAGA, as required by Cal. Lab. Code § 2699(i).

20 17. **“Net Settlement Amount”** means the amount remaining after deduction from the
21 Gross Settlement Amount for Plaintiffs’ Service Payments, Class Counsel’s Attorneys’ Fees and
22 Litigation Expenses, the Settlement Administrator’s fees and expenses, and the PAGA Settlement
23 Amount.

24 18. **“Non-Participating Class Member”** refers to those Class Members who exclude
25 themselves from the Class Settlement.

19. **“Notice of Class Action and PAGA Representative Action Settlement”** means the notice given to Class Members and Aggrieved Employees of the Settlement and the hearing date for final Court approval of the Settlement (Exhibit “A”).

20. **“Objection Form”** means the form that Class Members should send to the Settlement Administrator to object to the Settlement or any of its terms (Exhibit “B”).

21. **“Operative Complaint”** is the First Amended Complaint in the Action.

22. **“Opt-Out Deadline”** means the last day of the **“Opt-Out Period.”**

23. **“Opt-Out Period”** means the 45-day period following the date the Settlement Administrator mails the Notice of Class Action and PAGA Representative Action Settlement to the Class Members and Aggrieved Employees, unless a Class Member’s notice is re-mailed, in which case the Opt-Out Period shall be 15 days from the re-mailing, or 45 days from the initial mailing, whichever is later. Any Class Member who wishes to be excluded from the Settlement must submit a Request for Exclusion Form to the Settlement Administrator during the Opt-Out Period.

24. **“PAGA Period”** means the period from September 23, 2020 through the earlier of: (1) the date the Court grants preliminary approval of this Settlement; or (2) the exhaustion of 151,296 Workweeks (unless Defendant Gallo Glass Company elects, pursuant to paragraph 45, to extend the Class Period by increasing the number of Workweeks).

25. **“PAGA Settlement Amount”** means the payment of \$100,000 for the settlement of claims for civil penalties brought under California’s Private Attorneys General Act.

26. **“Participating Class Member”** refers to those Class Members who do not timely opt out of the Class Settlement.

27. **“Released Parties”** mean (i) Gallo Glass Company, (ii) Nigel Dart, (iii) any of Gallo Glass Company’s present and former parents, subsidiaries and affiliated companies or entities, and (iv) the respective officers, directors, employees, partners, shareholders and agents.

1 and any other successors, heirs, assigns and legal representatives of the entities and individuals in
2 (i) through (iii).

3 28. **“Request for Exclusion Form”** means the form that Class Members must send to
4 the Settlement Administrator to request exclusion from the Class (Exhibit “C”).

5 29. **“Settlement Administrator”** means Phoenix Settlement Administrators, the
6 settlement administrator proposed by the Parties, subject to approval by the Court, to administer
7 the Settlement.

8 30. **“Workweeks”** means the number of weeks that a Class Member performed work
9 as an employee for Defendant Gallo Glass Company in a non-exempt, hourly position during the
10 Class Period in California, based on payroll and time records, hire dates, re-hire dates (as
11 applicable), leave of absence dates, and termination dates (as applicable).

12 **BACKGROUND**

13 31. On September 23, 2021, Plaintiff Carlos Cousineau filed with the LWDA and
14 served on Defendant Gallo Glass Company a notice under Labor Code section 2699.3 stating he
15 intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved
16 Employees for various Labor Code violations (**“Cousineau PAGA Notice”**).

17 32. On December 1, 2021, Plaintiffs Rachel V. Correia and Rebekah Medina filed a
18 Class Action Complaint, Case No. CV-21-006459 in the Superior Court of the County of
19 Stanislaus, against Defendants Gallo Glass Company and Nigel Dart for violations of the
20 California Labor Code and California Business and Professions Code (**“Correia Class Action”**).

21 33. On December 8, 2021, Plaintiff Rachel V. Correia and Rebekah Medina filed with
22 the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating they
23 intended to serve as proxies of the LWDA to recover civil penalties on behalf of Aggrieved
24 Employees for various Labor Code violations (**“Correia PAGA Notice,”** and with the Cousineau
25 PAGA Notice, the **“PAGA Notices”**).

1 34. On December 7, 2021, Plaintiff Carlos Cousineau filed a Class Action Complaint,
2 Case No. CV-21-006567 in the Superior Court of the County of Stanislaus, against Defendant
3 Gallo Glass Company for violations of the California Labor Code and California Business and
4 Professions Code. (“**Cousineau Class Action**”).

5 35. On December 8, 2021, Plaintiff Carlos Cousineau filed a Complaint seeking civil
6 penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) against
7 Defendant Gallo Glass Company, Case No. CV-21-006587 (“**PAGA Complaint**”).

8 36. On July 18, 2022, Plaintiff Rachel Correia filed a Complaint seeking civil
9 penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) against
10 Defendants Gallo Glass Company and Nigel Dart, Case No. CV-22-003278.

11 37. On December 2, 2022, the Honorable Sonny S. Sandhu entered an order in the
12 Correia Class Action granting the Parties’ Joint Stipulation for Order Granting Plaintiff Leave to
13 File First Amended Complaint and thereby effectively consolidated Case Nos. CV-21-00645,
14 CV-21-006567, CV-21-006587, and CV-22-003278.

15 38. On December 5, 2022, Plaintiff Rachel Correia, Plaintiff Rebekah Medina,
16 Plaintiff Carlos Cousineau, and Plaintiff Daniel Garcia, filed a First Amended Class And
17 Representative Action Complaint in the Correia Class Action for violations of the California
18 Labor Code, California Business and Professions Code, and PAGA.

19 39. Following the exchange of documents and information, the Parties attended a full-
20 day mediation session with Mediator Jeff Ross, whereat they engaged in substantial, arm’s-length
21 settlement negotiations and ultimately agreed on a resolution, on January 11, 2023. The terms of
22 that resolution are set out in this Settlement Agreement.

23 40. The Parties agree to cooperate and take all steps necessary and appropriate to
24 consummate this Settlement. The Parties agree the Settlement is fair, adequate and reasonable.
25 This Settlement contemplates (1) entry of an Order Preliminarily Approving the Settlement and
26 Settlement Procedure that includes authorization to distribute to each of the Class Members a
27

1 Notice of Class Action and PAGA Representative Action Settlement, including the estimated
2 Individual Class Payment and Individual PAGA Payment that the Participating Class Members
3 and Aggrieved Employees, respectively, may qualify to receive (attached as Exhibit “A”); and (3)
4 entry of an Order Granting Final Approval of the Class Action and PAGA Representative Action
5 Settlement and Entering Judgment in the Action, and thus ending the litigation.

6 **MONETARY SETTLEMENT TERMS**

7 41. **Gross Settlement Amount.** Defendant Gallo Glass Company will pay to the
8 Settlement Administrator a non-reversionary Gross Settlement Amount of \$3,820,000 in
9 exchange for the Release of Claims in this Class and PAGA Representative Action set forth
10 below. In no event will Defendants be required to pay more than the Gross Settlement Amount
11 for which Gallo Glass is responsible, except for the employer’s share of payroll taxes, which
12 Defendant Gallo Glass Company will pay separately from and in addition to the Gross Settlement
13 Amount.

14 42. **Class Counsel’s Attorneys’ Fees and Litigation Expenses.** Plaintiffs consent
15 to, and Defendants will not oppose, an application to the Court for attorney’s fees in an amount
16 equal to one-third of the Gross Settlement Amount (\$1,273,333.33, unless increased pursuant to
17 paragraph 45 of this Agreement). The attorneys’ fees awarded by the Court will be divided as
18 follows: Bibiyan Law Group, P.C.: 50%; and, Blumenthal Nordrehaug Bhowmik De Blouw
19 LLP: 50%. The attorneys’ fees will be payable by wire to Bibiyan Law Group, P.C. and
20 Blumenthal Nordrehaug Bhowmik De Blouw LLP from the Gross Settlement Amount.
21 Defendants will also not oppose Class Counsel’s application to the Court for reimbursement of
22 litigation expenses, payable by wire to Bibiyan Law Group, P.C. from the Gross Settlement
23 Amount, in an amount up to \$30,000 and Defendants will also not oppose Class Counsel’s
24 application to the Court for reimbursement of litigation expenses, payable by wire to Blumenthal
25 Nordrehaug Bhowmik De Blouw LLP, in an amount up to \$30,000. The Settlement
26 Administrator (and not Defendants) will issue IRS Form 1099-MISC reflecting the award of
27

1 attorneys' fees and litigation expenses. The payment by Gallo Glass Company of the Court-
2 awarded attorney's fees and litigation expenses will constitute full satisfaction of Defendants'
3 obligation to pay any person, attorney or law firm for attorneys' fees, costs, and expenses
4 incurred on behalf of the Plaintiffs and/or Participating Class Members, and/or Aggrieved
5 Employees in this Action, unless Defendant Gallo Glass Company fails to fund the Settlement as
6 provided in paragraph 60(b) after Class Counsel gives said Defendant 5 Court days' notice to cure
7 such failure.

8 **43. Service Payment to Plaintiffs.** Defendants will not oppose Plaintiffs' application
9 to the Court for Service Payment of \$10,000 to each Plaintiff, for a total of \$40,000 to Plaintiffs,
10 to be paid out of the Gross Settlement Amount. The Settlement Administrator (and not
11 Defendants) will issue an IRS Form 1099-MISC to each Plaintiff reflecting their Service
12 Payment. The failure of the Court to award a Service Payment to any Plaintiff will not constitute
13 grounds for rescission of this Settlement Agreement. The Settlement Administrator will make the
14 Service Payment at the same time as it makes the Individual Class Payments to the other Class
15 Members and the Individual PAGA Payments to the Aggrieved Employees. Should the Court fail
16 to award the full amount of the Service Payment requested by Plaintiffs, any portion that is not
17 awarded will revert back to the Gross Settlement Amount.

18 **44. Settlement Administration Fees and Expenses.** Settlement Administrator
19 Phoenix Settlement Administrators will receive from the Gross Settlement Amount its fees and
20 expenses incurred in administering this Settlement, in an amount estimated to be \$25,000.

21 **45. Increase in Workweeks.** Defendant Gallo Glass Company estimates that there are
22 no more than 137,542 Workweeks worked during the Class Period. In the event that the number
23 of Workweeks worked by Class Members during the Class Period increases by more than 10%
24 prior to Preliminary Approval, or 13,754 Workweeks, then at Defendants' election: (1) the Gross
25 Settlement Amount shall be increased proportionally by the Workweeks worked in excess of
26 151,296 Workweeks (137,542 Workweeks + 13,754 Workweeks) multiplied by the Workweek
27

Value; or (2) the Class Period shall end on the date the number of Workweeks worked reaches 151,296. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$3,820,000) by 137,542, which amounts to a Workweek Value of \$27.77. Thus, for example, should Defendants elect to increase the Gross Settlement Amount and there are 152,000 Workweeks worked in the Class Period, then the Gross Settlement Amount shall be increased by \$19,550.08. ((152,000 Workweeks – 151,296 Workweeks) x \$27.77 per Workweek.) Defendants shall notify Class Counsel of their election no later than fourteen (14) days after receiving sufficient information from the Settlement Administrator if the number of Workweeks worked in the Class Period has exceeded 151,296.

46. **Allocation of Settlement Shares.** The Individual Class Payments and the Individual PAGA Payments will be calculated as follows:

a. **Individual Class Payment.** After deduction from the Gross Settlement Amount for the PAGA Settlement Amount, Class Counsel's Attorneys' Fees and Litigation Expenses, the Service Payments to Plaintiffs, and the reasonable fees and expenses of the Settlement Administrator, the balance remaining (the "Net Settlement Amount") will be payable as follows: Each Participating Class Member will receive a *pro rata* share of the Net Settlement Amount based on the number of Workweeks that he or she worked in each position covered by the Settlement during the Class Period (the "Individual Class Payment"), calculated as follows: (Class Member's Workweeks worked ÷ Class Workweeks worked by all Participating Class Members during the Class Period) × Net Settlement Amount = Participating Class Member's Individual Class Payment.

b. **Individual PAGA Payment.** All Aggrieved Employees as defined by Cal. Lab. Code § 2699(c), including those who do not otherwise qualify as a Class Member and would thus not receive a Class Member Payment,¹ will receive their *pro rata* share of the Aggrieved Employee 25% portion of the PAGA Settlement Amount based on the

¹ This would occur, for example, if a Class Member timely opts out of the Class.

1 number of Pay Periods that he or she worked in each position covered by the Settlement
2 during the PAGA Period (the “Individual PAGA Payment”), calculated as follows:
3 Aggrieved Employee’s Payment = (Aggrieved Employee’s Pay Periods worked ÷ Pay
4 Periods worked by all Aggrieved Employees during the PAGA Period) x \$25,000 =
5 Aggrieved Employee’s Individual PAGA Payment.

6 c. When a Class Member is also an Aggrieved Employee, one check may be
7 issued that aggregates both the Individual Class Payment and the Individual PAGA
8 Payment.

9 47. **Tax Treatment.** 34% of the Individual Class Payment constitutes wages for the
10 purposes of IRS reporting, and will be reported to the IRS pursuant to Form W-2, while the other
11 66% constitutes payments for non-wage penalties (including wage statement penalties) and
12 interest and will reported to the IRS pursuant to Form 1099-MISC. The Individual PAGA
13 Payment constitutes a payment for non-wage penalties and interest and will reported to the IRS
14 pursuant to Form 1099-MISC. The Settlement Administrator (and not Defendants) will remit all
15 federal and state taxes owed by Defendant Gallo Glass Company and will issue Form W2s and
16 1099-MISCs on all funds distributed.

17 48. **Impact on Benefits.** The payments made pursuant to this Settlement will not have
18 any effect on the eligibility or calculation of any employee benefits provided by any Released
19 Party. The Parties agree these payments do not represent any modification of any employee’s
20 previously-credited hours of service or other eligibility criteria under any employee pension
21 benefit plan, employee welfare benefit plan, or other program or policy. These payments also
22 will not be considered wages, compensation, or annual earnings for benefits in any year for
23 purposes of determining eligibility for, or benefit accrual within, any employee pension benefit
24 plan, employee welfare benefit plan, or other program or policy.

THE RELEASES

49. Plaintiffs' Release.

a. Plaintiffs Rebekah Medina and Daniel Garcia. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount of the Gross Settlement and Employer's Taxes, and in consideration of their Service Payments and Individual Class Payments, Plaintiffs Rebekah Medina and Daniel Garcia hereby release any and all of their known and unknown claims against Gallo Glass Company, Nigel Dart, and the other "Released Parties." Plaintiffs Medina and Garcia waive the protection of California Civil Code section 1542, and they understand and agree that this release includes a good-faith compromise of disputed wage claims.

b. Plaintiffs Carlos Cousineau and Rachel V. Correia. As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount of the Gross Settlement and Employer's Taxes, and in consideration of their Service Payments and Class Member Payments, Plaintiffs Carlos Cousineau and Rachel V. Correia hereby release any and all claims that were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint against the "Released Parties." Plaintiffs Cousineau and Correia understand and agree that this release includes a good-faith compromise of disputed wage claims. Plaintiffs Cousineau and Correia have also agreed to a separate settlement in return for an undisclosed amount and will give a general release of all their remaining individual claims, including a Civil Code section 1542 waiver, upon receipt of the funds agreed-to in that separate settlement. Upon request, a copy of the individual agreements between Defendant Gallo Glass Company and Plaintiffs Cousineau and Correia will be provided to the Court under seal.

50. **Participating Class Members' Release.** As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount of the Gross Settlement and Employer's Taxes, the Participating Class Members fully release and discharge Gallo Glass Company, Nigel Dart, and the other Released Parties of any and all claims that were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint, for the duration of the Class Period. This includes statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint for violations of the California Labor Code, California Industrial Welfare Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed, short or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an employee's regular rate of pay; (d) all claims for the alleged failure to pay compensation at employees' final rate of pay for unused vested paid vacation days; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for failure to maintain required records; (g) all claims for failure to issue compliant wage statements; (h) all claims for failure to issue timely payment of wages during, and upon termination of, employment; (i) all claims for engaging in unfair business practices; and (j) all associated claims for civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims. The Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation

1 of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 **51. Aggrieved Employees' Release.** As of the Effective Date of the Settlement, and
4 payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount
5 of the Gross Settlement and Employer's Taxes, Plaintiffs—on behalf of the State of California,
6 the LWDA, and the Aggrieved Employees—release and discharge Gallo Glass Company, Nigel
7 Dart, and the Released Parties of any and all claims for civil penalties that were alleged, or that
8 reasonably could have been alleged based on the facts asserted, in the PAGA Notices and
9 Operative Complaint, for the duration of the PAGA Period. This includes all claims for penalties,
10 attorneys' fees, litigation costs, restitution, or equitable relief, recoverable through PAGA and
11 arising out of or based upon the facts asserted in the PAGA Notices and Operative Complaint for
12 violations of any provision of the California Labor Code or California Industrial Welfare
13 Commission Wage Orders; including the following categories of allegations, to the fullest extent
14 such claims are releasable by law: (a) all PAGA claims predicated on the failure to pay wages,
15 including overtime premium pay and the minimum wage; (b) all PAGA claims predicated on the
16 failure to provide meal and/or rest periods in accordance with applicable law, including payments
17 equivalent to one hour of the employee's regular rate of pay for missed, late or short meal and/or
18 rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all
19 PAGA claims predicated on the alleged omission of any kind of remuneration when calculating
20 an employee's regular rate of pay; (d) all PAGA claims predicated on the alleged failure to pay
21 compensation at employees' final rate of pay for unused vested paid vacation days; (e) all PAGA
22 claims predicated on the alleged failure to indemnify and/or reimburse employees for all business
23 expenses; (f) all PAGA claims for failure to maintain required records; (g) all PAGA claims for
24 failure to issue compliant wage statements; (h) all PAGA claims for failure to issue timely
25 payment of wages during, and upon termination of, employment; and (i) all other associated
26 PAGA penalties.

1 **SETTLEMENT APPROVAL, NOTICE AND IMPLEMENTATION PROCEDURE**

2 **52. Motion for Preliminary Approval.**

3 a. As soon as practicable, Class Counsel will submit this Settlement
4 Agreement to the Court for its preliminary approval; and Plaintiffs will file a motion (the
5 “Motion for Preliminary Approval”) with the Court for an order granting Preliminary
6 Approval of the Settlement, conditionally certifying the Class, setting a date for the Final
7 Approval Hearing, and approving the Notice of Class Action and PAGA Representative
8 Action Settlement.

9 b. Pursuant to the PAGA, Plaintiffs will submit a Notice of Proposed PAGA
10 Settlement, as well as a copy of this Agreement, to the LWDA on the same day they file
11 the Motion for Preliminary Approval. The Parties intend and believe that providing notice
12 of this Settlement to the LWDA pursuant to the procedures described in this section
13 complies with the requirements of PAGA, and will request the Court to adjudicate the
14 validity of the PAGA Notice in the Motion for Final Approval of the Settlement and bar
15 any claim to void or avoid the Settlement under PAGA.

16 c. Should the Court decline to preliminarily approve all material aspects of
17 the Settlement, or order material changes to the Settlement to which the Parties do not
18 agree, then the Settlement will be—at either Party’s discretion and only after meeting and
19 conferring in good faith—null and void, and the Parties will have no further obligations
20 under it. The Parties agree that an award by the Court of lesser amounts than sought for
21 the Service Payments to Plaintiffs or Class Counsel’s Attorneys’ Fees and Litigation
22 Expenses will not be a material modification of the Settlement.

23 **53. Notice to Class Members.** After the Court enters its order granting Preliminary
24 Approval of the Settlement, every Class Member will be provided with the Notice of Class
25 Action and PAGA Representative Action Settlement as follows:
26
27
28

1 a. Within 21 days after the Court enters its order granting Preliminary
2 Approval of the Settlement, Gallo Glass Company will provide to the Settlement
3 Administrator an electronic database for the Class Members, containing each Class
4 Member's name and last-known mailing address, telephone number, the Class Member's
5 Social Security number, dates of employment, Workweeks worked during the Class
6 Period, and Pay Periods worked during the PAGA Period, as reflected in the Company's
7 records (collectively, the "Class Member Data"). If any or all of the Class Member Data
8 are unavailable to Gallo Glass Company, the Company will use best efforts to deduce or
9 reconstruct the Class Member Data prior to when it must be submitted to the Settlement
10 Administrator. This information will otherwise remain confidential and will not be
11 disclosed to anyone, except in order to carry out the reasonable efforts described in
12 paragraphs 53 and 60, or pursuant to the Company's express written authorization or by
13 order of the Court.

14 b. Within 14 days after receiving the Class Member Data from Gallo Glass
15 Company, the Settlement Administrator will determine each Class Member's estimated
16 number of Workweeks and each Aggrieved Employee's estimated number of Pay Periods,
17 as well as the estimated Individual Class Payment and Individual PAGA Payment, up to
18 the date of preliminary approval, and send a Notice of Class Action and PAGA
19 Representative Action Settlement to each Class Member and Aggrieved Employee. The
20 Settlement Administrator will mail this information to all identified Class Members and
21 Aggrieved Employees via regular First Class U.S. Mail, using the mailing address
22 information provided by the Company, unless modified by any updated address
23 information that the Settlement Administrator obtains in the course of administration of
24 the Settlement. In the event of returned or non-deliverable notices, the Settlement
25 Administrator will make reasonable efforts to locate Class Members and Aggrieved
26 Employees and re-send the notices.

1 c. If a Notice of Class Action and PAGA Representative Action Settlement is
2 returned because of an incorrect address, the Settlement Administrator will promptly, and
3 not later than 10 days from receipt of the returned notice, search for a more current
4 address for the Class Member and Aggrieved Employee using Accurint and other
5 reasonable and cost-effective skip trace methods, and re-mail the Notice. The Settlement
6 Administrator will use the Class Member Data and otherwise work with Gallo Glass
7 Company to find a more current address. The Settlement Administrator will be
8 responsible for taking reasonable steps, consistent with its agreed-upon job parameters,
9 court orders, and fee, as agreed to with Class Counsel and according to the following
10 deadlines, to trace the mailing address of any Class Member and Aggrieved Employee for
11 whom a Notice of Class Action and PAGA Representative Action Settlement is returned
12 by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a
13 minimum, the tracking of all undelivered mail; performing address searches for all mail
14 returned without a forwarding address; and promptly re-mailing to Class Members and
15 Aggrieved Employees for whom new addresses are found. If the Notice of Class Action
16 and PAGA Representative Action Settlement is re-mailed, the Settlement Administrator
17 will note for its own records and notify Class Counsel and Defendant's Counsel of the
18 date and address of each such re-mailing as part of a weekly status report provided to the
19 Parties. All counsel of record will be entitled to receive from the Settlement
20 Administrator any updated address information about a Class Member as the Settlement
21 Administrator obtains such information.

22 d. Each week, the Settlement Administrator will provide to all counsel of
23 record a report showing whether any Notice of Class Action and PAGA Representative
24 Action Settlement has been returned and re-mailed and the receipt of any opt-outs to the
25 Settlement.

1 e. Not later than 5 Court days before the date by which the Plaintiffs file their
2 motion for final approval of the Settlement, the Settlement Administrator will serve on the
3 Parties and file with the Court a declaration of due diligence setting forth its compliance
4 with its obligations under this Agreement. Prior to the Final Approval Hearing, the
5 Settlement Administrator will supplement its declaration of due diligence if any material
6 changes occur from the date of the filing of its prior declaration.

7 **54. Objections to Settlement; Opt-outs from Settlement.** Class Members may
8 submit objections to the Settlement or opt out of the Settlement pursuant to the following
9 procedures:

10 a. **Objections to Settlement.** Any Participating Class Member who wishes
11 to object to any term of the Settlement must submit his or her written objection to the
12 Settlement Administrator, using the Objection to Settlement Form (Exhibit “B”). The
13 Objection Form should indicate whether the Participating Class Member intends to appear
14 at the Final Approval Hearing. To be valid, the Objection to Settlement Form must
15 explain the nature and basis for the Class Member’s objection and be signed by the Class
16 Member. The Objection to Settlement Form must be sent to the Settlement Administrator
17 via First Class U.S. Mail and postmarked no later than 45 days after the Settlement
18 Administrator first mails the Notice of Class Action and PAGA Representative Action
19 Settlement to the Class Member. Alternatively, or in addition to a written objection, any
20 Class Member may also appear at the Final Approval Hearing, in person or by
21 his/her/their own attorney, to object to the Settlement and show cause why the Court
22 should not approve the Settlement, or object to the motion for awards of the Service
23 Payments to named Plaintiffs, and the Class Counsel’s Attorneys’ Fees and Litigation
24 Expenses, as set forth in the Notice of Class Action and PAGA Representative Action
25 Settlement, whether or not they have objected in writing or notified the Parties that they
26 intend to appear. If a Class Member does not submit an Objection Form or appear in

1 person to object, either personally or through counsel, such objection shall be deemed
2 waived, unless otherwise ordered by the Court.

3 **b. Request for Exclusion from the Class Settlement.** The Notice of Class
4 Action and PAGA Representative Action Settlement will explain that Class Members may
5 exclude themselves from the Class Settlement by mailing to the Settlement Administrator
6 a signed Request for Exclusion Form (Exhibit “C”). The Request for Exclusion Form
7 must be filled out in full and signed by the Class Member. The Request for Exclusion
8 Form must be sent to the Settlement Administrator via First Class U.S. Mail and
9 postmarked no later than 45 days after the Settlement Administrator first mails the Notice
10 of Class Action and PAGA Representative Action Settlement to the Class Members at the
11 original addresses provided by Defendant. If a question is raised about the authenticity of
12 a signed Request for Exclusion Form, the Settlement Administrator will have the right to
13 demand additional proof of the Class Member’s identity. A Class Member who timely
14 submits a valid Request for Exclusion Form will not participate in or be bound by the
15 Class Settlement and the Judgment. A Class Member who does not complete and transmit
16 a valid Request for Exclusion Form in the manner and by the deadline specified above
17 will be bound by all terms and conditions of the Settlement, including its release of
18 claims, if the Settlement is approved by the Court, and by the Judgment.

19 **c. Undeliverable.** In the event that the Settlement Administrator is unable to
20 obtain a valid address for a Class Member, even after performing a National Change of
21 Address (“NCOA”) search, and the Settlement Administrator is unable to mail a Class
22 Member their Class Notice, the Class Member shall be considered Undeliverable.
23 Undeliverable Class Members shall be considered to have opted into the Settlement for all
24 purposes, and shall be bound by the terms of the Settlement Agreement, including the
25 releases provided therein, in the same manner as other Class Members.

1 d. **Report.** No later than 7 days after the Opt-Out Deadline, the Settlement
2 Administrator will provide the Parties with a complete and accurate list of the names of all
3 then-identified Participating Class Members, objectors, and opt-outs.

4 55. **Resolution of Disputes.** If a Class Member disputes the information shown on
5 his or her Notice of Class Action and PAGA Representative Action Settlement, the Class Member
6 must ask the Settlement Administrator to resolve the matter by sending the Class Member's
7 name, the last four digits of the Class Member's Social Security number, the number of Class
8 Workweeks and PAGA Pay Periods the Class Member believes she or her worked during the
9 applicable Class and PAGA Periods, and any documentation (such as copies of pay stubs or other
10 records) the Class Member has to support his or her contention that any information is incorrect.
11 The Class Member must send this communication to the Settlement Administrator via First Class
12 U.S. Mail and postmark it no later than 45 days after the Settlement Administrator first mails the
13 Notices of Class Action and PAGA Representative Action Settlement to the Class Members. In
14 the event of such a dispute, Gallo Glass Company will have the right to review its payroll and
15 personnel records to verify the correct information. After consultation with Class Counsel, the
16 Class Member, and Defendant's Counsel, the Settlement Administrator will make a determination
17 of the correct information, and that determination will be final, binding on the Parties and the
18 Class Member, and non-appealable.

19 56. **No Solicitation of Objection, Appeal, or Request for Exclusion.** Neither the
20 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any
21 Class Member to object to, or request exclusion from, the Settlement—or move to vacate or
22 appeal the final judgment—of this Action.

23 57. **Right of Defendant to Reject Settlement.** If 5% or more of the Class Members,
24 or a number of potential Class Members whose Class Settlement Shares represent 5% or more of
25 the total of all Class Settlement Shares, validly elect not to participate in the Settlement,
26 Defendants, collectively, will have the right to rescind the Settlement, and the Settlement and all
27

actions taken in its furtherance will be null and void, Defendants shall notify Class Counsel of their collective decision to rescind the Settlement no later than 14 days after the Class Members' deadline for requesting exclusion from the Settlement. If Defendants elect to rescind the Settlement, Defendant Gallo Glass Company shall pay all reasonable fees and costs incurred by the Settlement Administrator in administering the Settlement through the date of rescission.

58. Additional Briefing and Final Approval.

a. Plaintiffs will file a motion for final approval of the Settlement, the LWDA Payment, and payment of the Settlement Administrator's reasonable fees and expenses as well as a motion for awards of the Service Payments to Plaintiffs and the Class Counsel's Attorneys' Fees and Litigation Expenses pursuant to this Settlement.

b. Either or both Party/Parties may file a reply in support of the motion for final approval of the Settlement, the LWDA PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses to the extent that any opposition to the motion is filed; and Plaintiffs and Class Counsel may file a reply in support of their motions for the Service Payments to Plaintiffs and the Class Counsel Fees and Expenses Payment.

c. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be, at either Party's discretion, null and void. An award by the Court of lesser amounts than sought for the Service Payments to Plaintiffs or Class Counsel's Attorneys' Fees and Litigation Expenses will not be a material modification of the Settlement. However, if the Court reduces or otherwise denies the requested Class Counsel's Attorneys' Fees and Litigation Expenses or the Service Payments to Plaintiffs, Plaintiffs may appeal that ruling.

d. Upon final approval of the Settlement by the Court, the Parties will present to the Court, for its approval and entry, the Judgment. After entry of the Judgment, the

1 Court will have continuing jurisdiction over the Action and the Settlement solely for
2 purposes of (1) enforcing this Agreement, (2) addressing Settlement administration
3 matters, and (3) addressing such post-judgment matters as may be appropriate under court
4 rules or applicable law.

5 **59. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the
6 material terms of this Agreement, Plaintiffs, Participating Class Members who did not timely
7 submit an objection to the Settlement and intervene in the Action, the LWDA and any Aggrieved
8 Employees presently serving as its representative in another action involving overlapping PAGA
9 claims, Defendants, and their respective counsel hereby waive any and all rights to appeal from
10 the Judgment, including all rights to any post-judgment proceeding and appellate proceeding,
11 such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the
12 Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal
13 does not include any waiver of the right to oppose any appeal, appellate proceedings or post-
14 judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiffs or
15 Class Counsel from appealing from a refusal by the Court to award the full Service Payments to
16 Plaintiffs or the Class Counsel's Attorneys' Fees and Litigation Expenses sought by them.

17 **60. Timing of Settlement Payments.**

18 a. Within 3 days after the Effective Date of the Settlement, as defined in
19 paragraph 10 of this Agreement, the Settlement Administrator will provide Defendants
20 with wire transfer information.

21 b. Within 14 days after the Effective Date of the Settlement, as defined in
22 paragraph 10 of this Agreement, Defendant Gallo Glass Company will transfer to the
23 Settlement Administrator, via wire transfer, the Gross Settlement Amount, plus the
24 Employer Taxes.

25 c. Within 7 days thereafter, the Settlement Administrator will pay the
26 Individual Class Payments to Participating Class Members, the Individual PAGA
27

1 Payments to the Aggrieved Employees, the Service Payments to Plaintiffs; the LWDA
2 PAGA Payment to the LWDA; the Class Counsel's Attorneys' Fees and Expenses
3 Payment to Class Counsel; and the Settlement Administrator's reasonable fees and
4 expenses to the Settlement Administrator.

5 61. **Uncashed Checks.** All Individual Class Payments and Individual PAGA
6 Payments must be cashed within 180 calendar days after they are mailed. If a check is returned to
7 the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-
8 mail it to the Class Member or Aggrieved Employee at his or her correct address. If any check is
9 not cashed within 180 days after its mailing to the Class Member or Aggrieved Employee, the
10 Settlement Administrator will distribute the unclaimed funds represented by the uncashed check
11 to the California State Controller's Office, Unclaimed Property Division in the name of the Class
12 Member or Aggrieved Employee, where the Class Member or Aggrieved Employee can later
13 claim their funds.

14 62. **Effect of Disapproval, Termination or Cancellation.** In the event that the Court
15 does not grant final approval of the Settlement, or if the Court's final approval of the Settlement
16 is reversed or materially modified on appellate review, then the Settlement will be null and void;
17 if that occurs, the Parties will have no further obligations under the Settlement, including any
18 obligation by Defendant Gallo Glass Company to pay the Gross Settlement Amount. However,
19 Gallo Glass Company shall pay the reasonable fees and expenses of the Settlement Administrator
20 to the date of disapproval, termination, or cancellation.

21 **MISCELLANEOUS SETTLEMENT PROVISIONS**

22 63. **Binding Agreement.** The Parties intend that this Settlement Agreement will be
23 fully enforceable and binding upon all Parties, and that it will be admissible and subject to
24 disclosure in any proceeding to enforce its terms, notwithstanding the mediation confidentiality
25 provisions that otherwise might apply under federal or state law.

1 64. **Confidentiality of Settlement.** The Parties and their counsel agree that they will
2 not issue any press releases or initiate any contact with the media about the fact, amount, or terms
3 of the Settlement. If counsel for either party receives an inquiry about the Settlement from the
4 media, counsel may respond only after the motion for preliminary approval has been filed and
5 only by confirming the terms of the Settlement.

6 65. **Subsequent Disputes Regarding Settlement Agreement.** The Court will retain
7 jurisdiction over this Settlement. However, any disputes arising out of or relating to this
8 Settlement Agreement will be submitted to a mediator on whom the Parties agree.

9 66. **No Waiver.** Nothing in this Settlement will serve as a waiver of future rights and
10 this language will be included in the notice sent to Class Members.

11 67. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the
12 Settlement is fair and reasonable and will so represent to the Court via the joint motion for
13 preliminary approval agreed to by all Parties. The Parties have agreed to work together
14 expeditiously and cooperatively to obtain preliminary and final approval of this Settlement.

15 68. **Admissibility of Settlement Agreement.** Notwithstanding any privilege
16 applicable to settlement or mediation proceedings, this Settlement Agreement is a confidential
17 settlement document and may not be admitted into evidence or used in any proceeding except an
18 action, motion, or proceeding to approve, interpret, or enforce the terms of this Settlement.

19 69. **No Admission of Liability.** Neither this Settlement Agreement nor any other
20 documents prepared in connection with this Settlement are in any way an admission of liability by
21 Defendants. Moreover, Defendants deny all liability for any alleged wrongdoing and a statement
22 to this effect will be included in the notice sent to Class Members.

23 70. **Certification for Settlement Purposes Only.** For the purposes of the Settlement
24 only, the Parties stipulate to the certification of the class whose members are defined in paragraph
25 5. If the Court does not grant preliminary or final approval of the Settlement, this stipulation will
26 have no effect and class certification will automatically be deemed not to have been granted. The
27

1 Parties agree that this Settlement stipulation is in no way an admission that class certification is
2 proper under the more stringent standard applied for litigation purposes and that this stipulation
3 will not be admissible in this or any other proceeding as evidence that a class should be certified
4 as Plaintiffs propose or that Defendants are liable in any way to Plaintiffs or the class that
5 Plaintiffs allege. Defendants expressly reserve the right to oppose class certification of any
6 purported class should this Settlement fail to become final and effective.

7 **71. Authority to Act for Plaintiffs.** Class Counsel represents and warrants that they
8 have full authority to accept this Settlement Agreement on behalf of Plaintiffs and to bind
9 Plaintiffs to all of its terms and conditions.

10 **72. Counterparts, Electronic and Facsimile Signatures.** This Settlement
11 Agreement may be executed in one or more counterparts, and each such counterpart will be
12 deemed an original, but all of which taken together will constitute one and the same Settlement
13 Agreement. The Parties agree that this Agreement may be signed electronically via DocuSign or
14 other electronic signature platform. Any signature pages transmitted via facsimile or via email
15 PDF(s) will be regarded as original counterpart signature pages.

16 **73. Judgment To Be Entered by the Court.** Upon the Court's granting of Final
17 Approval as to the Settlement, the Court will enter final judgment in accordance with the terms of
18 this Settlement Agreement.

19 **74. Authorization.** The signatories to this Settlement Agreement represent they are
20 fully authorized to enter into this Settlement and bind the Parties to the terms and conditions of
21 this Settlement.

22 **75. Mutual Full Cooperation.** The Parties agree to fully cooperate with each other in
23 good faith to accomplish the terms of this Settlement, including, but not limited to, execution of
24 such documents and taking such other action as reasonably necessary to implement the terms of
25 this Settlement. The Parties will use their best efforts, including all efforts contemplated by this
26

1 Settlement and any other efforts that may become necessary by order of the Court, or otherwise,
2 to effectuate this Settlement.

3 **76. No Prior Assignments.** The Parties and their counsel represent, covenant, and
4 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
5 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
6 action, cause of action or right herein released and discharged.

7 **77. Applicable Law.** This Settlement Agreement is made under and will be governed
8 and construed in accordance with California law. If any civil action is filed to enforce or interpret
9 any term or provision of this Agreement, or otherwise, the appropriate venue will be a state or
10 federal court of competent jurisdiction located in the State of California.

11 **78. Construction.** The Parties agree the terms and conditions of this Settlement are
12 the result of lengthy, intensive, arm's-length negotiations and this Settlement will not be
13 construed in favor of or against any Party by reason of the extent to which any Party or his or its
14 counsel participated in the drafting of this Settlement Agreement.

15 **79. Paragraph Titles and Captions.** Paragraph titles and/or captions contained
16 herein are inserted as a matter of convenience and for reference, and in no way define, limit,
17 extend, or describe the scope of the Settlement or any provision of the Settlement.

18 **80. Modification.** The Settlement may not be changed, altered, or modified, except in
19 writing and signed by the Parties, and approved by the Court. The Settlement may not be
20 discharged except by performance in accordance with its terms or by a writing signed by the
21 Parties.

22 **81. Integration Clause.** This Settlement Agreement contains the entire agreement
23 between the Parties relating to the Settlement, and all prior or contemporaneous agreements,
24 understandings, representations, and statements, whether oral or written and whether by a Party or
25 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in
26 writing.

1 82. **Severability.** If any provision of this Agreement is unenforceable, for any reason,
2 the remaining provisions will nevertheless be of full force and effect, subject to the limitations set
3 out in paragraphs 52(c), 58(c) and 62 regarding the effect of disapproval, termination,
4 modification or cancellation by the Court of any material term or condition of this Agreement.

5 83. **Binding on Assigns.** The Settlement will be binding on and inure to the benefit of
6 the Parties and their respective predecessors, successors, parents, subsidiaries, affiliates, heirs,
7 trustees, executors, administrators, successors, and assigns and upon any corporate or other entity
8 into or with which any Party hereto may merge, combine or consolidate.

9 84. **Class Member Signatories.** It is agreed that because the members of the Class
10 are numerous, it is impossible or impracticable to have each Class Member execute the
11 Settlement. The release will have the same force and effect as if this Settlement were executed by
12 each Class Member.

13 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
14 Agreement as of the date(s) set forth below.

15 **PLAINTIFFS:**

16
17 **RACHEL CORREIA**

18 Signature: *Rachel Correia*
19 Rachel Correia (Feb 27, 2023 13:42 PST)

20 Date: Feb 27, 2023

21
22 **REBEKAH MEDINA**

23 Signature: _____

24 Date: _____

1 82. **Severability.** If any provision of this Agreement is unenforceable, for any reason,
2 the remaining provisions will nevertheless be of full force and effect, subject to the limitations set
3 out in paragraphs 52(c), 58(c) and 62 regarding the effect of disapproval, termination,
4 modification or cancellation by the Court of any material term or condition of this Agreement.

5 83. **Binding on Assigns.** The Settlement will be binding on and inure to the benefit of
6 the Parties and their respective predecessors, successors, parents, subsidiaries, affiliates, heirs,
7 trustees, executors, administrators, successors, and assigns and upon any corporate or other entity
8 into or with which any Party hereto may merge, combine or consolidate.

9 84. **Class Member Signatories.** It is agreed that because the members of the Class
10 are numerous, it is impossible or impracticable to have each Class Member execute the
11 Settlement. The release will have the same force and effect as if this Settlement were executed by
12 each Class Member.

13 IN WITNESS THEREOF, the Parties knowingly and voluntarily execute this Settlement
14 Agreement as of the date(s) set forth below.

15 **PLAINTIFFS:**

16
17 **RACHEL CORREIA**

18 Signature: _____

18 Date: _____

19
20 **REBEKAH MEDINA**

21 Signature:  _____
22 Rebekah Medina (Feb 21, 2023 15:42 PST)

21 Date: Feb 21, 2023

CARLOS COUSINEAU

Signature:  _____ Date: 2/16/23

DANIEL GARCIA

Signature: _____ Date: _____

COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

BIBIYAN LAW GROUP, P.C.

Signature: _____ Date: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Signature:  _____ Date: 2/20/23

DEFENDANTS:

GALLO GLASS COMPANY

Signature: _____ Date: _____

Print Name: _____

Title: _____

NIGEL DART

Signature: _____ Date: _____

CARLOS COUSINEAU

Signature: _____

Date: _____

DANIEL GARCIA

Signature: *Daniel Garcia*
Daniel Garcia (Feb 19, 2023 12:12 PST)

Date: Feb 19, 2023

COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

BIBIYAN LAW GROUP, P.C.

Signature: _____

Date: _____

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Signature: _____

Date: _____

DEFENDANTS:

GALLO GLASS COMPANY

Signature: _____

Date: _____

Print Name: _____

Title: _____

NIGEL DART

Signature: _____

Date: _____

CARLOS COUSINEAU

Signature: _____

Date: _____

DANIEL GARCIA

Signature: _____

Date: _____

COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

BIBIYAN LAW GROUP, P.C.

Signature: Vedang J. Patel

Date: 2/27/23

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Signature: _____

Date: _____

DEFENDANTS:

GALLO GLASS COMPANY

Signature: _____

Date: _____

Print Name: _____

Title: _____

NIGEL DART

Signature: _____

Date: _____

1 **CARLOS COUSINEAU**

2
3 Signature: _____

Date: _____

4
5 **DANIEL GARCIA**

6
7 Signature: _____

Date: _____

8 **COUNSEL FOR PLAINTIFFS AND THE SETTLEMENT CLASS:**

9
10 **BIBIYAN LAW GROUP, P.C.**

11
12 Signature: _____

Date: _____

13 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

14
15 Signature: _____

Date: _____

16
17 **DEFENDANTS:**

18 **GALLO GLASS COMPANY**

19
20 Signature:  _____

Date: 02/10/2023

21
22 Print Name: Nigel Dart

23
24 Title: Vice President

25 **NIGEL DART**

26
27 Signature:  _____

Date: 02/10/2023

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNSEL FOR DEFENDANTS:

PAUL HASTINGS LLP

Signature: Nancy L. Abell

Date: March 1, 2023

Exhibit A

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

Rachel V. Correia, Rebekah Medina, Carlos Cousineau, and Daniel Garcia, Plaintiffs, vs. Gallo Glass Company., et al., Defendants, Stanislaus Superior Court Case No. CV-21-006459

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

You may be eligible to receive money from an employee class and representative action lawsuit (“Action”) against Gallo Glass Company (“Gallo Glass Company” or “the Company”) and Nigel Dart (collectively, “Defendants”) for alleged wage-and-hour violations. The Action was filed by four former Gallo Glass Company employees (“Plaintiffs”) and seeks payment of (1) back wages and other relief for a class of all current and former employees of Gallo Glass Company who worked for Gallo Glass Company in the State of California, while classified as non-exempt, at any time during the Class Period from December 1, 2017, through [DATE TO BE INSERTED, which is the earlier of (i) the date the Court enters an Order granting preliminary approval of the Settlement, or (ii) the date the Class Members have worked 151,296 Workweeks] (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all current and former employees of Gallo Glass Company who worked for Gallo Glass Company in the State of California, while classified as non-exempt, at any time during the PAGA Period (from September 23, 2020, through [DATE TO BE INSERTED, which is the earlier of (i) the date the Court enters an Order granting preliminary approval of the Settlement, or (ii) the date the Class Members have worked 152,694 Workweeks] (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Gallo Glass Company to fund Individual Class Payments, and (2) a PAGA Settlement requiring Gallo Glass Company to fund Individual PAGA Payments and pay penalties to the California Labor & Workforce Development Agency (“LWDA”).

Based on Gallo Glass Company’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you will receive likely may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on the Company’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 during the Class Period or more Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section E.3. of this Notice.

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 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Gallo Glass Company to make payments, on behalf of all Defendants, under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Gallo Glass Company and other Released Parties. See Section **D.9. and D.10.** of this Notice.

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

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage, expense reimbursement and statutory penalty claims, and you will release your PAGA Period penalty claims against Gallo Glass and other Released Parties.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion Form to the Settlement Administrator. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims, expense and statutory penalty claims against Defendants. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.

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

A. SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not 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 an Individual PAGA Payment (if eligible). In exchange, you will give up your right to assert the wage, expense and statutory penalty claims and PAGA claims against Gallo Glass Company and other Released Parties that are covered by this Settlement as detailed in the Participating Class Members’ Release and Aggrieved Employees’ PAGA Release. See Section D.9. and D.10. of this Notice.
You Can Opt Out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE TO BE INSERTED which is	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion Form (copied attached). See Section G. of this Notice. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot

45 days following the date the Settlement Administrator mails the Notice of Class Action Settlement to the Class Members]	object to any portion of the proposed Settlement. See Section H. of this Notice. You cannot opt out of the PAGA Settlement. Gallo Glass Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims covered by the Aggrieved Employees' PAGA Release. See Section D.10 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails the Notice of Class Action Settlement to the Class Members]	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the proposed Settlement by sending the Settlement Administrator a written Objection to Settlement Form (copied attached) or appearing at the Court's Final Approval Hearing. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section H. of this Notice.
You Can Participate in the [FINAL APPROVAL DATE TO BE INSERTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on DATE TO BE INSERTED. You do not have to attend but you do have the right to appear in person (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H. of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails the Notice of Class Action Settlement to the Class Members]	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period, while the amount of your Individual PAGA Payment (if any) depends how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to the Company's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must send the Settlement Administrator, via U.S. First Class Mail, the Class Period Workweeks and PAGA Pay Periods you believe are correct and postmark your challenge by [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails the Notice of Class Action Settlement to the Class Members]. See Section E.3. of this Notice.

B. WHAT IS THE ACTION ABOUT?

The Operative Complaint (*i.e.*, the First Amended Complaint) in this Action alleges that Defendants violated California labor laws by (a) failing to pay wages, including overtime premium pay and the minimum wage; (b) failing to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed, short, or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) omitting certain types of remuneration when calculating an employee's regular rate of pay; (d) failing to pay compensation at employees' final rate of pay for unused vested paid vacation days at the termination of employment and associated penalties thereon; (e) failing to indemnify and/or reimburse employees for all business expenses; (f) failing to maintain required records; (g) failing to issue compliant wage statements; (h) failing to issue timely payment of wages during, and upon termination of, employment; and (i) engaging in unfair business practices. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA").

Plaintiffs are represented by attorneys in the Action: Bibiyan Law Group, P.C. and Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

C. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. In the meantime, Plaintiffs and Defendants 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 settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe that: (1) Gallo Glass Company, on behalf of Defendants, 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) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

D. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Gallo Glass Company Will Pay \$3,820,000 as the Gross Settlement Amount ("Gross Settlement"). The Company has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator of the Settlement. The Settlement Administrator will use the Gross Settlement to pay the Individual Class

Payments, Individual PAGA Payments, named Plaintiffs' Service Payments, Class Counsel's attorney's fees and litigation expenses, the Settlement Administrator's fees and expenses, and civil penalties to the California Labor and Workforce Development Agency ("LWDA Payment"). Assuming the Court grants Final Approval, Gallo Glass Company will fund the Gross Settlement plus the employer-paid portion of the payroll taxes due on wage payments made from the Net Settlement Amount to Class Members ("Employer Taxes") not more than 14 days after the Effective Date of the Settlement. The Settlement Administrator will make the required payments within seven (7) business days after Gallo Glass Company deposits the Gross Settlement and Employer Taxes. (The Settlement's Effective Date will be the earlier of (i) the deadline for filing a timely appeal if no such appeal from the final approval of the Settlement and judgment is filed; or (ii) if a timely appeal is filed, the date the appeal is dismissed or withdrawn or the date of final affirmation of the judgment on appeal if the appeal is not dismissed or withdrawn; or (iii) the date the Court grants final approval of the Settlement and enters the judgment if *both* (a) no Participating Class Member files an objection to the Settlement, *and* (b) the Court awards the full Service Payments sought by Plaintiffs and the full Class Counsel's Attorneys' Fees and Litigation Expenses sought by Class Counsel.)

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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:
 - a. Up to \$1,273,333.33 (33.3333% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$60,000.00 for their actual litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. Class Counsel's attorneys' fees will be allocated as follows: 50% to Bibiyan Law Group, P.C. and 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP
 - b. Up to \$5,000 as a Service Payment to each Plaintiff for filing and prosecuting the Action, working with Class Counsel, and representing the Class. A Service Payment will be the only monies the named Plaintiffs will receive under this Settlement other than their Individual Class Payments and any Individual PAGA Payment.
 - c. Up to \$25,000 to the Settlement Administrator for its fees and expenses incurred in administering this Settlement.
 - d. Up to \$100,000 for PAGA Penalties, allocated 75% (\$75,000) to the LWDA PAGA Payment and 25% (\$25,000 total) in Individual PAGA Payments to the Aggrieved Employees, distributed *pro rata* based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based *pro rata* on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Gallo Glass are asking the Court to approve an allocation of 34% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66% to [e.g., penalties, interest, etc.] (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Gallo Glass Company will separately pay the Employer Taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099-MISC Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller’s Office, Unclaimed Property Division in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property Division, you should consult the Division for instructions on how to retrieve your money. See [Claim Filing Instructions and Forms \(ca.gov\)](#).
6. 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 send a written Request for Exclusion Form (attached) to the Settlement Administrator, not later than forty-five (45) days following the date the Settlement Administrator mails this Notice. Follow the directions in Section G. of this Notice if you wish to opt out.

Those Class Members who opt out (*i.e.*, Non-Participating Class Members) will not receive an Individual Class Payment, but will preserve their rights to personally pursue wage-and-hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members)

remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants. See Section **D.10.** of this Notice.

7. 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Gallo Glass Company will not pay any money (other than the Settlement Administrator's fees and costs up to the date the Settlement is void) and Class Members will not release any claims against Defendants.
8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide Class Member challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section **J.** of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Gallo Glass Company has fully funded the Gross Settlement (and separately paid all Employer Payroll Taxes associated with the Settlement), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Gallo Glass Company or the Released Parties (defined below) to recover wages, expenses, penalties, interest, or any other relief with respect to the claims that are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount of the Gross Settlement and Employer's Taxes, the Participating Class Members fully release and discharge Gallo Glass Company, Nigel Dart, and the other Released Parties of any and all claims that were alleged, or that reasonably could have been alleged based on the facts asserted, in the Operative Complaint, for the duration of the Class Period. This includes statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint for violations of the California Labor Code, California Industrial Welfare

Commission Wage Orders, and California Business and Professions Code § 17200, *et seq.* for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed, short or late meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for the alleged omission of any kind of remuneration when calculating an employee's regular rate of pay; (d) all claims for the alleged failure to pay compensation at employees' final rate of pay for unused vested paid vacation days; (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (f) all claims for failure to maintain required records; (g) all claims for failure to issue compliant wage statements; (h) all claims for failure to issue timely payment of wages during, and upon termination of, employment; (i) all claims for engaging in unfair business practices; and (j) all associated claims for civil and statutory penalties. The Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims. The 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. The "Released Parties" are (i) Gallo Glass Company, (ii) Nigel Dart, (iii) any of Gallo Glass Company's present and former parents, subsidiaries and affiliated companies or entities, and (iv) the respective officers, directors, employees, partners, shareholders and agents, and any other successors, heirs, assigns and legal representatives of the entities and individuals in (i) through (iii).

10. Aggrieved Employees' PAGA Release. After the Judgment is final and Gallo Glass Company has fully funded the Gross Settlement (and separately paid all Employer Payroll Taxes associated with the Settlement), all Aggrieved Employees will be barred from asserting PAGA claims released by this Settlement against Gallo Glass Company and the Released Parties (defined below), whether or not Aggrieved Parties exclude themselves from the Settlement. This means that all Aggrieved Employees (including those who are Participating Class Members and those who opt out of the Class Settlement) cannot sue, continue to sue, or participate in any

other PAGA claim against Gallo Glass Company or the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

As of the Effective Date of the Settlement, and payment by Defendant Gallo Glass Company to the Settlement Administrator of the full amount of the Gross Settlement and Employer's Taxes, Plaintiffs—on behalf of the State of California, the LWDA, and the Aggrieved Employees—release and discharge Gallo Glass Company, Nigel Dart, and the Released Parties of any and all claims for civil penalties that were alleged, or that reasonably could have been alleged based on the facts asserted, in the PAGA Notices and Operative Complaint, for the duration of the PAGA Period. This includes all claims for penalties, attorneys' fees, litigation costs, restitution, or equitable relief, recoverable through PAGA and arising out of or based upon the facts asserted in the PAGA Notices and Operative Complaint for violations of any provision of the California Labor Code or California Industrial Welfare Commission Wage Orders; including the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all PAGA claims predicated on the failure to pay wages, including overtime premium pay and the minimum wage; (b) all PAGA claims predicated on the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed, late or short meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all PAGA claims predicated on the alleged omission of any kind of remuneration when calculating an employee's regular rate of pay; (d) all PAGA claims predicated on the alleged failure to pay compensation at employees' final rate of pay for unused vested paid vacation days; (e) all PAGA claims predicated on the alleged failure to indemnify and/or reimburse employees for all business expenses; (f) all PAGA claims for failure to maintain required records; (g) all PAGA claims for failure to issue compliant wage statements; (h) all PAGA claims for failure to issue timely payment of wages during, and upon termination of, employment; and (i) all other associated PAGA penalties. The "Released Parties" are (i) Gallo Glass Company, (ii) Nigel Dart, (iii) any of Gallo Glass Company's present and former parents, subsidiaries and affiliated companies or entities, and (iv) the respective officers, directors, employees, partners, shareholders and

agents, and any other successors, heirs, assigns and legal representatives of the entities and individuals in (i) through (iii).

11. No Waiver of Future Rights. This Settlement does not foreclose or limit the rights of Class Members with respect to acts or omissions outside of the Class Period or PAGA Period.

E. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments. Each Participating Class Member will receive his/her/their *pro rata* share of the Net Settlement Amount based on the number of Workweeks that he/she/they worked in each position covered by the Settlement during the Class Period, calculated as follows: (Class Member's Workweeks worked *divided by* Class Workweeks worked by all Participating Class Members during the Class Period) *multiplied by* Net Settlement Amount *equals* Participating Class Member's Individual Class Payment.
2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments. Each Aggrieved Employee will receive his/her/their *pro rata* share of the Aggrieved Employees' PAGA Settlement based on the number of Pay Periods that he/she/they worked in each position covered by the Settlement during the PAGA Period, calculated as follows: Aggrieved Employee's Pay Periods worked *divided by* Pay Periods worked by all Aggrieved Employees during the PAGA Period) *multiplied by* \$25,000 *equals* Aggrieved Employee's Individual PAGA Payment.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Gallo Glass Company's records, are stated in the first page of this Notice. If you believe any of that information is not correct, you can challenge it by sending a letter to the Settlement Administrator that contains your name, last four digits of your Social Security number, and the number of Class Workweeks and PAGA Pay Periods you believe you worked during the applicable Glass and PAGA Periods. You should support your challenge by sending copies of pay stubs or other records if you have them. **Your challenge must be sent to the Settlement Administrator via U.S. First Class mail and postmarked no later than [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails the Notice of Class Action Settlement to the Class Members].** Section J. of this Notice has the Settlement Administrator's contact information.

The Settlement Administrator will accept Gallo Glass Company's calculation of Workweeks and/or Pay Periods based on the Company's records as accurate unless you send copies of records containing contrary information or the Settlement

Administrator discovers a computation error. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Gallo Glass Company's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

F. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment if the recipient is eligible for both of those payments.
2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

G. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Fill out and submit to the Settlement Administrator a written Request for Exclusion Form (attached) to reflect your wish to be excluded from the Class and to not participate in the proposed Class Action Settlement. The Request for Exclusion must be signed by you, and include your printed name, current address, telephone number, and the last four digits of your Social Security number for verification purposes.

You must make the request yourself and personally sign it yourself. If someone else makes the request for you, it will not be valid. **Your Request for Exclusion Form must be sent via U.S. First Class Mail to the Settlement Administrator and postmarked no later than [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails the Notice of Class and PAGA Representative Action Settlement to the Class Members], or it will be invalid.** Section J. of the Notice has the Settlement Administrator's contact information.

H. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount named Plaintiffs are requesting as their respective Plaintiffs' Service Awards. You can view copies of these documents on the Court's website ([Public Portal - Superior Court of](#)

[California, County of Stanislaus \(stanct.org\)](http://stanct.org)) by entering the Case Number for the Action, Case No. CV-21-006459. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed in Section J. below, or make an appointment to personally review court documents in the Clerk's Office at the Courthouse, located at 801 10th Street, 4th floor, Modesto, CA 95354, by calling (209) 530-3100.

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 Awards may object. **Your written Objection to Settlement Form must be sent to the Settlement Administrator via U.S. First Class Mail and must be postmarked no later than [DATE TO BE INSERTED which is 45 days following the date the Settlement Administrator mails this Notice to the Class Members].** You should fill out all sections of the Objection to Settlement Form and sign it. Section J. of this Notice has the Settlement Administrator's contact information.

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. See Section I. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

I. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [DATE TO BE INSERTED] at 8:30 a.m. in Department 24 of the Superior Court for the County of Stanislaus, located at 801 10th Street, 4th floor, Modesto, CA 95354. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel, and counsel for Defendants before making a decision. You can attend (or hire a lawyer to attend).

It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's calendar at [Court Calendar | Superior Court of California | County of Stanislaus](#) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

J. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Gallo Glass and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website ([Public Portal - Superior Court of California, County of Stanislaus \(stanct.org\)](#)) and enter the Case Number for the Action, Case No. CV-21-006459. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse, located at 801 10th Street, 4th floor, Modesto, CA 95354, by calling (209) 530-3100.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan

david@tomorrowlaw.com

Jeffrey D. Klein

jeff@tomorrowlaw.com

Sarah H. Cohen

sarah@tomorrowlaw.com

Vedang J. Patel

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, CA 90211

Phone: (310) 428-5555

Fax: (310) 300-1705

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Norman B. Blumenthal

Kyle R. Nordrehaug

kyle@bamlawca.com

Aparajit Bhowmik

AJ@bamlawca.com

Jeffrey S. Herman

jeffrey@bamlawca.com

Sergio J. Puche

sergiojulian@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Phone: (858) 551-1223

Fax; (858) 551-1232

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators

Email Address: TO BE INSERTED

Mailing Address: TO BE INSERTED

Telephone: TO BE INSERTED

Fax Number: TO BE INSERTED

K. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California State Controller's Office, Unclaimed Property Division, for instructions on how to retrieve your money. See [Claim Filing Instructions and Forms \(ca.gov\)](#).

L. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

Exhibit B

OBJECTION TO SETTLEMENT FORM

Only complete this OBJECTION TO SETTLEMENT form if you want to object to the settlement of the action known as *Rachel V. Correia, Rebekah Medina, Carlos Cousineau, and Daniel Garcia, Plaintiffs, vs. Gallo Glass Company, et al., Defendants*, Stanislaus Superior Court Case No. CV-21-006459 (“*Correia v. Gallo Glass Company* matter”). **IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. TO AVOID A POTENTIAL RELEASE OF YOUR CLAIMS, YOU MUST FILL OUT THE SEPARATE FORM TITLED: “REQUEST FOR EXCLUSION.” Do not fill out both forms.**

MY OBJECTION

I confirm that I worked for Defendant Gallo Glass Company in the State of California, while classified as non-exempt, at some point during the Class Period from December 1, 2017 through and including [REDACTED], 2023.

I wish to object to the settlement reached in the *Correia v. Gallo Glass Company* matter. The nature and basis for the objection are as follows:

Print Full Name: _____

My Social Security Number: _____

Residence Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

My Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS OBJECTION FORM MUST BE COMPLETED, SIGNED, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE **[DATE (45 days from mailing of this notice)]**. Send this signed objection form to the Settlement Administrator at:

Correia vs. Gallo Glass Company Settlement
c/o Phoenix Settlement Administrators

Exhibit C

REQUEST FOR EXCLUSION FORM

Only complete this REQUEST FOR EXCLUSION form if you want to opt out of (not participate in) the settlement of the action known as *Rachel V. Correia, Rebekah Medina, Carlos Cousineau, and Daniel Garcia, Plaintiffs, vs. Gallo Glass Company, et al., Defendants*, Stanislaus Superior Court Case No. CV-21-006459 (“*Correia v. Gallo Glass Company* matter”).
IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE CLASS ACTION SETTLEMENT AMOUNT.

MY REQUEST FOR EXCLUSION

I confirm that I worked for Defendant Gallo Glass Company in the State of California, while classified as non-exempt, at some point during the Class Period from December 1, 2017 through and including [REDACTED], 2023.

Please exclude me from the settlement class in the *Correia v. Gallo Glass Company* matter. **I do not wish to receive any payment under the terms of the proposed class action settlement or to otherwise participate in the proposed class action settlement.**

Print Full Name: _____

Last Four Digits of My Social Security Number: ____ ____ ____ ____

Residence Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

My Signature: _____ Date: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED BY YOU, MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [DATE (45 days from mailing of this notice)]. Send this signed request for exclusion form to the Settlement Administrator at:

Correia v. Gallo Glass Company Settlement
c/o Phoenix Settlement Administrators

[REDACTED]
[REDACTED]