

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiff

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ORANGE**

14
15 KACEY MATTHEWS, an individual, on
16 behalf of herself and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 DEJON ENTERPRISES, INC., a
21 California Corporation; and DOES 1
22 through 50, inclusive,

23 Defendants.

Case No. 30-2021-01236088-CU-OE-CXC

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: July 26, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated February 26,
2024]

Judge: Hon. William Cluster

Dept.: CX101

Action Filed: December 14, 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 Kacey Matthews ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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 at
12 Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in the
13 areas of employment class actions, unfair business practices and other complex litigation. The attorneys
14 at my firm have extensive experience in cases involving labor code violations and overtime claims. Class
15 Counsel has litigated similar overtime cases against other employers on behalf of employees, including
16 cases against Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home
17 Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security,
18 California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells
19 Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class
20 Counsel have been approved as experienced class counsel during contested motions in state and federal
21 courts throughout California. It is this level of experience which enabled the firm to undertake the instant
22 matter and to successfully combat the resources of the defendants and their capable and experienced
23 counsel. Class Counsel have participated in every aspect of the settlement discussions and have concluded
24 the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

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

1 (the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Dejon
2 Enterprises, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which
3 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
4 the Gross Settlement Amount is Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement
5 Amount") to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will
6 settle all issues pending in the Action between the Parties and will be made in full and final settlement
7 of the Released Class Claims in exchange for the payments to Participating Class Members from the Net
8 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees
9 and costs, (c) Class Representative Service Payment, and (d) the PAGA Penalties payment allocated 75%
10 to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.)

11 (b) The Gross Settlement Amount does not include the employer's share of payroll taxes which
12 will be separately paid by Defendant. (Agreement at ¶ 1.22.) The Settlement is all-in with no reversion
13 to Defendant and no need to submit a claim form. (*Id.*)

14 (c) Within 30 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount
15 with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
16 Participating Class Members along with the other Court-approved distributions shall be made by the
17 Administrator within fourteen (14) days after Defendant funds the Gross Settlement Amount. (Agreement
18 at ¶ 5.1.)

19 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
20 amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service
21 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
22 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
23 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
24 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
25 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
26 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
27 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks were initially based on Defendant’s records, however,
28

1 Class Members had the right to challenge the number of Workweeks.

2 (e) Class Members could opt-out of the Settlement by following the directions in the Class
3 Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who did not "opt out" will be deemed
4 Participating Class Members who will be bound by the Settlement and will be entitled to receive an
5 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who
6 submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will remain subject
7 to the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
8 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to object to the
9 Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

10 (f) A Participating Class Member must cash his or her Individual Class Payment check within
11 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
12 be voided and any funds represented by such checks to the California Controller's Unclaimed Property
13 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
14 of C.C.P. § 384(b). (Agreement at ¶ 5.4.)

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
16 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
17 \$17,000. As set forth in the Snow Decl. at ¶ 20, the fees and costs incurred to-date, as well as anticipated
18 fees and costs for completion of the settlement administration, are \$15,1000.

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
20 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
21 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
22 Litigation Expenses Payment in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(b).) Subject to
23 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the
24 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion for
25 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
26 support, for these requests, including lodestar.

27 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
28

1 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
2 2698, et seq. ("PAGA"). The PAGA Penalties are \$15,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
3 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
4 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
5 penalties and and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
6 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
7 forth in the accompany proof of service, the LWDA has been served with this motion and the Agreement.

8 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
9 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
10 is "fair, adequate, and reasonable". (Preliminary Approval Order at 2:14-15.) In sum, the Settlement
11 valued at \$600,000 is an excellent result for the Class. This result is particularly favorable in light of the
12 fact that liability and class certification in this case were far from certain in light of the defenses asserted
13 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
14 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
15 reasonable and adequate, and should be finally approved.

16
17 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
18 dated February 26, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
19 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
20 On April 11, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,
21 which provided each class member with the terms of the Settlement, including notice of the claims at
22 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that
23 were being sought, how individual settlement awards would be calculated, and the specific, estimated
24 payment amount to that individual. See Declaration of Makenna Snow ("Snow Decl.") at ¶ 7, Exh. A.
25 In disseminating the Class Notice, the Administrator followed the notice procedures authorized by the
26 Court in its Preliminary Approval Order. Significantly, there have been no objections and no valid
27
28

1 requests for exclusion. Snow Decl. at ¶¶ 11-12.¹ As such, the entire Class will participate in the
2 Settlement and will be sent a settlement check. See Snow Decl. at ¶¶ 14-15.

3
4 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiff and other
5 Class Members were not properly paid all minimum and overtime wages for hours worked, were not
6 provided meal and rest periods, were not timely paid earned wages, were not provided reimbursement
7 for required expenses, were not provided accurate itemized wage statements, and were not paid all wages
8 at the time of termination. The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and
9 any other equitable or legal relief allegedly due and owing to Plaintiff and the other Class Members by
10 virtue of the foregoing claims.

11
12 6. Procedural History of the Litigation

13 (a) On September 10, 2021, Plaintiff filed with the LWDA and served on Defendant a notice
14 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
15 on behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). On October 14,
16 2022, Plaintiff Arango commenced this Action by filing a class action Complaint against Defendant in
17 the Superior Court of the State of California, County of Orange. This class action Complaint asserted
18 claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et
19 seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
20 (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (3) failure
21 to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (4) failure to provide
22 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to reimburse employees
23 for required expenses in violation of California Labor Code § 2802; (6) failure to provide accurate
24 itemized wage statements in violation of California Labor Code § 226; and (6) failure to provide wages
25 when due in violation of California Labor Code §§ 201, 202 and 203.

26
27 ¹ As explained in paragraph 11 of the Snow Decl., there was a late request for exclusion which was
28 not accepted as valid.

1 (b) On December 14, 2021, Plaintiff filed a Representative Action Complaint against
2 Defendant in the Superior Court of the State of California, County of Orange, asserting a single cause of
3 action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"),
4 Case No. 30-2021-01236246-CU-OE-CXC ("PAGA Action").

5 (c) On April 11, 2022, the Parties stipulated to consolidate this Action and the PAGA Action. On
6 April 18, 2022, the Court issued an Order consolidating the class action Case No.
7 30-2021-01236088-CU-OE-CXC with the PAGA Action case no. 30-2021-01236246-CU-OE-CXC. The
8 Order designated the class action case no. 30-2021-01236088-CU-OE-CXC as the lead case. On May 5,
9 2022, Plaintiff filed a First Amended Complaint which included the claims from the Complaint and the
10 PAGA claim from the PAGA Action. Tje Parties stipulated for to Allow Plaintiff to file the Second
11 Amended Consolidated Class and Representative Complaint. On November 23. 2022, Plaintiff filed the
12 Second Amended Consolidated Class and Representative Complaint in the Action. The Second Amended
13 Consolidated Class and Representative Complaint is the operative complaint in the Action (the
14 "Operative Complaint").

15 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including depositions, formal discovery, the production of documents, class data, and other information,
17 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. Plaintiff
18 performed formal discovery, which included the production and analysis of hundreds of pages of
19 documents. The information for mediation obtained by Plaintiff included: (1) data concerning the class;
20 (2) payroll data and time punch data for the class; (3) Defendant's wage and hour policies; (4) the
21 employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such,
22 Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert
23 to prepare the valuations of the claims for the Class.

24 (e) Plaintiff and Defendant agreed to discuss resolution of the Action through a
25 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
26 documents and information in connection with the Action. On October 11, 2022, the Parties participated
27 in an all-day mediation presided over by Louis Marlin, a respected and experienced mediator of wage and
28

1 hour class actions. Following the mediation, the Parties continued to negotiate through the mediator, and
2 eventually agreed on the basic terms of a settlement pursuant to a mediator's proposal which was
3 memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the final
4 terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
5 contentious.

6 (f) Although a settlement has been reached, Defendant denies any liability or
7 wrongdoing of any kind associated with the claims alleged in the Actions and further deny that, for any
8 purpose other than settlement, the Actions are appropriate for class and/or representative treatment.
9 Defendant contends, among other things, that it has complied at all times with the California Labor Code,
10 applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class
11 certification is inappropriate for any reason other than for settlement. Plaintiff contends that Defendant
12 violated California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
13 certification on the basis that the claims meet the requisites for class certification.

14 (g) Without admitting that class certification is proper, Defendant has stipulated that the above
15 Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that
16 certification for settlement purposes is not an admission that class certification is proper. Further, the
17 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
18 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
19 requisites for establishing class certification with respect to the Class are satisfied.

20 (h) Class Counsel has conducted a investigation into the facts of the class action. Formal
21 discovery was performed along with the production of hundreds of pages of relevant documents. Class
22 Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance
23 of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
24 information to make an informed judgment regarding the likelihood of success on the merits and the
25 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
26 settlements with other employers in actions involving nearly identical issues and analogous defenses.
27 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
28

1 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
2 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
3 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
4 appellate issues.

5

6 7. History of Settlement Discussions

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

15 (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and
16 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
17 for the mediation, Defendant provided Class Counsel with payroll and employment data and other
18 information regarding the Class Members, various internal documents, and other compensation and
19 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
20 Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement
21 terms were negotiated and set forth in the Agreement now presented for this Court's approval.

22 (c) From November 2022 to April 2023, the settlement agreement and exhibits thereto were
23 finalized and executed, and then presented by motion to this Court for preliminary approval.
24 Supplemental briefing and the Agreement with revisions were provided at the request of the Court. On
25 February 26, 2024, the Court issued its Order granting preliminary approved of the settlement as fair and
26 reasonable to the Class.

27 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
28

1 my judgment as experienced Class Counsel, this Settlement should be finally approved.

2
3 8. The outcome of this case would have been uncertain and fraught with risks.

4 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
5 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
6 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
7 work time was properly recorded. Defendant contended that its meal and rest period policies fully
8 complied with California law and Defendant did not fail to provide the opportunity for legally required
9 meal and rest breaks. Defendant contended that there was no failure to pay for business expenses and any
10 cell phone usage was merely convenient and voluntary such that reimbursement was not legally required.
11 Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th
12 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest
13 period claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good
14 faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
15 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
16 any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant
17 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

18 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
19 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
20 of any other employees. At the time of the mediation, Defendant forcefully opposed the propriety of class
21 certification, arguing that individual issues precluded class certification. Further, as demonstrated by the
22 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
23 significant hurdles to overcome for a class-wide recovery even where the class has been certified. While
24 other cases have approved class certification in wage and hour claims, class certification in this action
25 was hotly disputed and the maintenance of a certified class through trial was by no means a foregone
26 conclusion.

27 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
28

1 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
2 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
3 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
4 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
5 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
6 and length of continuing to litigate and trying this Action against Defendant through possible appeals
7 which could take several years. Class Counsel has also taken into account the uncertain outcome and risk
8 of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of
9 and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
10 Action. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
11 mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate
12 victory. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the
13 Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set
14 forth in the Agreement is in the best interest of the Class Members.

15 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
16 to Plaintiffs' claims. As set forth in the Declaration of Kyle Nordrehaug and the Supplemental
17 Declaration of Kyle Nordrehaug, filed in support of preliminary approval, which discussed the value of
18 the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims.
19 The calculations to compensate for the amount due for the Class at the time of the mediation were
20 calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in
21 this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the
22 employees. The maximum potential damages were calculated to be \$163,056 for the alleged unpaid
23 minimum and overtime wages due to off the clock work of donning and doffing based upon 10 minutes
24 per shift, \$174,530 for alleged meal period damages based upon a 18% potential violation rate for shifts
25 worked, \$251,335 for alleged rest period damages based time records showing potential violations in
26 18,087 shifts, and \$22,572 for alleged unreimbursed business expenses for personal cell phone usage at
27 \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a
28

1 maximum damage claim in the amount of \$611,492. As to potential penalties, Plaintiff calculated that
2 potential waiting time penalties were a maximum of \$741,679 and potential wage statement penalties
3 were \$415,050. Defendant vigorously disputed Plaintiff's calculations and exposure theories.
4 Consequently, the Gross Settlement Amount of \$600,000 is equivalent to the maximum damages in this
5 Action, and represents more than 33% of the maximum value of the combination of alleged damages and
6 penalties at issue in this case at the time this Settlement was negotiated.² The above maximum
7 calculations should then be adjusted in consideration for both the risk of class certification and the risk
8 of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the
9 potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and
10 reasonable.

11 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
12 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
13 defenses both to liability and to class certification. Currently, the maximum and average class member
14 allocation are \$5,192.52 and \$693.96, respectively. *See* Snow Decl. ¶ 17. Given the complexities of this
15 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
16 reasonable and adequate, and should be finally approved.

17 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
18 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
19 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
20 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
21 Plaintiffs' case and the risk of establishing class wide liability and damages.

22
23 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

24 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should

25
26 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
27 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
28 PAGA claim is addressed in the Declaration of Nordrehaug [ROA #130] at ¶33 submitted in support
of the Motion for Preliminary Approval.

1 Be Enforced

2 (a) Class Counsel successfully negotiated a class action settlement which provides for a
3 common fund settlement to be paid by Defendant Dejon Enterprises, Inc. (“Defendant”) to the Class in
4 the amount of Six Hundred Thousand Dollars (\$600,000) (the “Gross Settlement Amount”). (Agreement
5 at ¶ 1.22.) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to one-third
6 (1/3) of the Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By
7 this motion, Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an
8 amount equal to one-third of the Gross Settlement Amount.

9 (b) In the class action context, that means “attempting to award the fee that informed
10 private bargaining, if it were truly possible, might have reached.” Here, informed arms-length bargaining
11 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
12 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
13 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an
14 equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market
15 value of the award requested.

16 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
17 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
18 counsel for each of the parties as part of the Settlement.

19
20 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
21 Created for the Benefit of the Class

22 (a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to
23 one-third of the Gross Settlement Amount of \$600,000, which equals \$200,000 for attorneys’ fees. As
24 part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
25 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$15,000. Finally,
26 Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
27 amount of \$10,000, as her service award under the Agreement.

1 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases
2 involving a significant contingent risk such as this one. Our legal system places unique reliance on
3 private litigants to enforce substantive provisions of employment law through class actions. Therefore,
4 attorneys providing these substantial benefits should be paid an award equal to the amount negotiated in
5 private bargaining that takes place in the legal market place.

6 (c) There is a substantial difference between the risk assumed by attorneys being paid by
7 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to
8 the bank with his fee. The attorney working on a contingent basis can only log hours while working
9 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into
10 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives
11 nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves
12 to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and
13 financial burden of private enforcement makes the requested award appropriate. This case was litigated
14 on a contingent basis for more than a year, with all of the risk factors inherent in such an uncertain
15 undertaking. Indeed, I am aware of other similar cases where the court dismissed the class allegations
16 or denied class certification. Under such circumstances, courts have held that a risk multiplier must be
17 applied to the fee award.

18 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
19 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
20 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
21 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
22 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
23 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
24 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
25 multiplier approved in other cases.

26 (e) At the time this case was brought, the result was far from certain as discussed above
27 at paragraphs 8(a) and 8(b).

1 (f) The Settlement was possible only because Class Counsel was able to convince
2 Defendant that Plaintiff could potentially prevail on the contested issues regarding liability, achieve class
3 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
4 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
5 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
6 the vigorous defense presented by counsel for Defendant. Over the more than a year of litigation, Class
7 Counsel was required to invest substantial time and resources in investigation, litigation, the
8 determination of potential damages and communicating with and responding to opposing counsel's and
9 class members' requests and inquiries.

10 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
11 compensable hourly work on other cases to devote the necessary time and resources to this contingent
12 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
13 fee work in this case which could potentially have paid nothing.

14 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
15 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
16 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
17 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
18 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
19 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
20 Counsel advanced more than \$16,000 in costs which could not have been recovered if this case had been
21 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
22 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
23 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
24 Plaintiffs also support the requested awards.

25 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
26 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
27 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$200,000
28

1 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
2 records for Class Counsel evidence that through July 2, 2024, Class Counsel's total lodestar is
3 \$219,901.25, with significant additional fees still to be incurred to complete final approval and the
4 settlement process. The requested fee award is therefore less than Class Counsel's total lodestar,
5 representing a "negative multiplier" of 0.9, and there will be additional lodestar incurred by Class Counsel
6 to complete the settlement process and manage the settlement distribution and reports. Such a negative
7 multiplier is well below the range of positive multipliers approved in other cases such as *Laffitte* and
8 *Vizcaino*.³ As a result, this Court may conclude that the requested award is fair and reasonable and is
9 justified under California law.

10 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
11 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
12 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
13 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
14 Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if counsel is not
15 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
16 discouraged from prosecuting similar cases.

17 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
18 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
19 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
20 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
21 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
22

23 ³ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
2 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
3 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
4 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
5 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
6 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
7 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
8 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
9 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
10 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
11 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
12 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
13 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
14 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
15 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
16 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
17 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
18 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
19 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
20 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
21 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
22 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
23 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
24 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
25 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
26 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
27 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
28

1 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
2 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
3 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
4 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
5 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
6 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
7 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
8 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
9 Superior Court Case No. CIVDS2023061) Judge Hoseph T. Ortiz awarded a one-third fee award in a
10 wage and hour class settlement.

11 12. The contemporaneous billing records for Class Counsel evidence that through July 2,
12 2024, Class Counsel's total lodestar is \$219,901.25, with significant additional fees still to be incurred
13 to complete final approval and the settlement process. The requested fee award is therefore less than Class
14 Counsel's total lodestar, representing a negative multiplier of 0.9, and there will be additional lodestar
15 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
16 reports. From August 20, 2021 to July 1, 2024, my firm worked on this matter for over 286 hours, with
17 hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in
18 the amount of \$219,901.25. A detailed breakdown of the total fees and the services performed by the firm
19 on this case is attached hereto as Exhibits #3 and 4.⁴ In addition, Class Counsel will be performing
20 significant additional work that is not included in this lodestar amount, including finalizing the final
21 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
22 process. I expect this additional work will result in \$10,000 to \$20,000 in additional lodestar for my
23 firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
24 community for similar work and, if this were a commercial matter, these are the charges that would be
25 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
26

27 ⁴ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to July 2, 2024.

1 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
2 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
3 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
4 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
5 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
6 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
7 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
8 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
9 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
10 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
11 firms practicing in the Southern District of California.) This survey is useful to show that Class
12 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
13 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
14 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
15 counsel in many cases prosecuted by Class Counsel, had historical rates as high as \$875 for partners and
16 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in past
17 year charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
18 charged by Class Counsel for comparable work are less than these examples, and are therefore
19 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
20 the currently lodestar. This is comparable to the multiplier approved in other cases. The requested award
21 is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

22 23 Litigation Expenses

24 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek "a Class
25 Counsel Litigation Expenses Payment of not more than \$15,000". Class Counsel requests reimbursement
26 for incurred litigation expenses and costs in the amount of \$15,000 based upon counsel's billing records
27 which evidence total expenses of \$16,636.80. The requested expense reimbursement is less than actual
28

1 expenses incurred. These litigation expenses include the expenses incurred for filing fees, mediation
2 expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal), and Lexis
3 charges, all of which are costs normally billed to and paid by the client. The details of the litigation
4 expenses incurred are set forth in Exhibits #3 and 4 hereto⁵. These costs were reasonably incurred in the
5 prosecution of the Action.

6
7 Service Awards

8 14. For her service as the class representative, Plaintiff should be awarded the agreed service
9 award of \$10,000, in accordance with the Agreement for her time, risk and effort expended on behalf of
10 the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been no
11 objections to the requested service award. The previously submitted Declaration of the Plaintiff in
12 support of this request is attached hereto as Exhibit #6. As the representative of the Class, Plaintiff
13 performed her duty to the Class admirably and without exception. Plaintiff worked extensively with Class
14 Counsel during the course of the litigation, responding to numerous requests, searching for documents,
15 working with counsel, and reviewing the settlement documentation. The Declaration of the Plaintiff
16 details the involvement, stress and risks she undertook as a result of this Action. Plaintiff also assumed
17 the serious risk that she might possibly be liable for costs and fees to Defendant, as well as the
18 reputational risk of being “blacklisted” by other future employers for having filed a class action on behalf
19 of fellow former employees. Without the Plaintiff’s participation, cooperation and information, no other
20 employees would be receiving any benefit. The payment of service awards to successful class
21 representatives is appropriate and the amount of \$10,000 is well within the currently awarded range for
22 similar settlements. The requested award is also reasonable by reference to the amounts that other
23 California courts have found to be reasonable in wage and hour class action settlements: *Mathein v. Pier*
24 *1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two
25 service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698

26
27 ⁵ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to October 23, 2023.

(approving \$10,000 service award where class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior

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

21 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
22 assumed in bringing this action against her former employer. Plaintiff put her future employment
23 prospects at risk by becoming a class representative as the fact that she filed a lawsuit "is searchable on
24 the internet and may become known to prospective employers when evaluating" her for employment.
25 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
26 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
27 other employers, allowing them to screen out the litigious candidates. An entire industry exists that
28

1 allows employers to run extensive background searches on potential employees. Companies who provide
2 these services specifically highlight the fact that their services allows employers to weed out litigious
3 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
4 prospective employee is likely to sue" the employer, through background checks and other means, to
5 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
6 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
7 culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
8 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
9 extremely competitive and highly litigious, conducting pre employment background checks has become
10 a necessity."⁸

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
13 expenses in the amount of \$15,0000, and approval of the requested service award to the Plaintiff. 100%
14 of the attorneys' fees awarded will be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15
16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct. Executed this 2nd day of July, 2024, at San Diego, California.

18
19 /s/ Norman Blumenthal
20 NORMAN B. BLUMENTHAL

21
22
23
24
25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo 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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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. Ameriquest, 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 America, 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. Lemoore 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 Overnight 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; Lešević 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 AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kacey Matthews (“Plaintiff”) and defendant Dejon Enterprises, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.” This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein), the State of California as to the employment of aggrieved employees (as set forth herein) and on Defendant, subject to the terms and conditions hereof and the approval of the Court.

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Kacey Matthews v. Dejon Enterprises, Inc.*, Case No. 30-2021-01236088-CU-OE-CXC, initiated on December 14, 2021 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the

Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator) along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A.
- 1.13. “Class Period” means during the period December 14, 2017 to December 11, 2022 or preliminary approval, whichever is sooner.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Orange.

- 1.17. “Defendant” means Dejon Enterprises, Inc.
- 1.18. “Defense Counsel means Lyne A. Richardson of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Six Hundred Thousand Dollars (\$600,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the Second Amended Consolidated Class and Representative Complaint filed in the Action on November 23, 2022.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from December 14, 2020 through December 11, 2022 or preliminary approval, whichever is sooner.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s September 10, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$15,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Kacey Matthews, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this

Agreement and incorporated by this reference herein.

- 1.39. “Released Class Claims” means any and all claims, demands, rights, liabilities, grievances, and causes of action that were pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices under the California Business and Professions Code. Except as expressly set forth in this Agreement, Participating Class Members (other than Plaintiff) do not release any other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period.
- 1.40. “Released PAGA Claims” means any and all claims for civil penalties under PAGA that were pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of hours worked and meal periods, (5) failure to indemnify necessary business expenses, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8) failure to pay all earned wages twice per month, and all PAGA claims for civil penalties predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well as any applicable IWC Orders, arising during the PAGA Period.
- 1.41. “Released Parties” means Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the

Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On October 14, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC. Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
- (h) Failed to pay reimbursements for business expenses in violation of California Labor Code § 2802;
- (i) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. On December 14, 2021, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Orange, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. 30-2021-01236246-CU-OE-CXC (hereinafter “PAGA Action”).

2.3. On April 11, 2022, the Parties stipulated to consolidate this Action and the PAGA Action. On April 18, 2022, the Court issued an Order consolidating the class action Case No. 30-2021-01236088-CU-OE-CXC with the PAGA Action case no. 30-2021-

01236246-CU-OE-CXC. The Order designated the class action case no. 30-2021-01236088-CU-OE-CXC as the lead case. On May 5, 2022, Plaintiff filed a First Amended Complaint which included the claims from the Complaint and the PAGA claim from the PAGA Action.

- 2.4. The Parties Stipulated for Leave to Allow Plaintiff to file the Second Amended Consolidated Class and Representative Complaint and on November 22, 2022, the Court issued an Order Granting Leave to Allow Plaintiff to File the Second Amended Consolidated Class and Representative Complaint.
- 2.5. On November 23, 2022, Plaintiff filed the Second Amended Consolidated Class and Representative Complaint in the Action.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. On October 11, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$600,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$200,000, and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.

Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$17,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks. Based on its records, Defendant has represented that the Class consists of 516 Class Members who collectively worked a total of 18,518 Workweeks between December 14, 2017 and October 11, 2022.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator 30 days after the Effective Date but not earlier than December 31, 2023.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address

database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release of Additional Claims and Rights. Upon the Effective Date, and as a condition of receiving any portion of the Class Representative Service Payment, Plaintiff will agree to the additional following General Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,

release and discharge Released Parties from all claims, transactions, or occurrences related to her employment or alleged employment with the Released Parties including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Plaintiff's Release specifically excludes any claims or actions to enforce this Agreement, or to any claims for unemployment insurance, disability insurance, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

7. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval.

- 7.1. Defendant's Responsibilities. In advance of the Preliminary Approval Hearing, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3. Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees

to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice Packet with a Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any

forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. However, if a Class Member timely produces evidence contrary to Defendant's records, the Administrator shall promptly notify the Parties to discuss and resolve the challenge, including providing all available relevant information to all counsel. The Parties will resolve all challenges jointly, which shall be final and binding on any Class Members disputing Workweeks, and shall thereafter instruct the Administrator how to proceed in processing the dispute. If the Parties cannot reach an agreement, challenges shall be referred to the Administrator for a determination and if the challenge remains unresolved after that, the challenge shall be submitted to the Court for final determination. All such challenges are to be submitted to the Court prior to the Final Approval Hearing, for resolution by the Court.

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- (b) Participating Class Members may send written objections to the Administrator, by mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

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

Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the number of workweeks increase by more than 10% of the estimate stated herein in paragraph 4.1 (i.e., by more than 1,852 Workweeks, or in other words, if the Workweeks worked between December 14, 2017 and October 11, 2022 exceed 20,370), Defendant will have the option to either a) increase the gross settlement proportionally or b) to shorten the release period as of the date on which the number of workweeks reaches 20,370.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, at its sole discretion, elect to withdraw from and nullify the Settlement. The Parties

agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel of its election to withdraw not later than 30 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

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

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

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals.

The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

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

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff and Class Counsel agree that, other than filing the Motion for Preliminary Approval of Settlement and the Motion for Final Approval of Settlement with the Court, submission of this Agreement and other submissions required to be made to the Labor and Workforce Development Agency

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

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Plaintiff and Defendant separately warrant and represent that they have authorized their respective counsel to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,

or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Lyne A. Richardson
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
19191 S. Vermont Avenue, Suite 950,
Torrance, CA 90502
Telephone: 310-965-2077
Fax: 213-239-9045
Email: lyne.richardson@ogletree.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on October 11, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 13, 2024



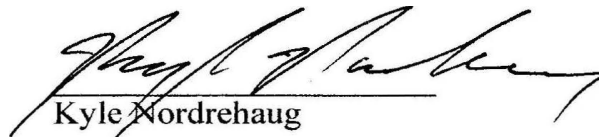
Kacey Matthews (Feb 13, 2024 14:40 PST)

Plaintiff Kacey Matthews

Dated: _____

[name]
For Defendant Dejon Enterprises, Inc.

Dated: 2/13/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Kacey Matthews

Dated: _____

Lyne A. Richardson
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Kacey Matthews

Dated: 2/13/2024

DocuSigned by:

63FC9ACA522A4B9...
Lisa De Bono [name]
For Defendant Dejon Enterprises, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff Kacey Matthews

Dated: 2/13/2024


Lyne A. Richardson
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; REQUEST FOR EXCLUSION FORM; DISPUTE FORM]

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

***Matthews v. Dejon Enterprises, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.*

To: All individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time from December 14, 2017 to December 11, 2022.

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") carefully.

The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster in Department CX104. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On December 14, 2021, Kacey Matthews (“Plaintiff”) filed a lawsuit against Defendant Dejon Enterprises, Inc. (“Defendant”) in the Superior Court of the State of California, County of Orange (the “Action”).

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement of the Action. The Honorable William D. Claster has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement (“Agreement”).

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court.

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

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

The “Class Period” is December 14, 2017 to December 11, 2022.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Complaint, Plaintiff alleged the following claims against Defendant: unfair competition, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursements, failure to provide accurate itemized wage statements, failure to pay wages at termination, and a claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

On April 18, 2022, the Court issued an Order consolidating the class action Case No. 30-2021-01236088-CU-OE-CXC with the PAGA Action case no. 30-2021-01236246-CU-OE-CXC. The Order designated the class action case no. 30-2021-01236088-CU-OE-CXC as the lead case. On May 5, 2022, Plaintiff filed a First Amended Complaint which included the claims from the Complaint and the PAGA claim from the PAGA Action..

On November 23, 2022, Plaintiff filed the Second Amended Consolidated Class and Representative Complaint in the Action. This Second Amended Complaint is the “Operative Complaint”.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Action. Defendant has asserted numerous procedural and legal defenses to the Action, and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle this Action only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a

compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the lawsuit have merit or that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit.

The Court has not made any determination as to whether Plaintiff's claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$17,000, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$200,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$10,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook.
- *PAGA Payment.* A payment of \$15,000 relating to the claim for penalties under PAGA, 75% (\$11,250) of which will be paid to the California Labor Workforce Development Agency ("LWDA"), and 25% (\$3,750) of which shall be distributed as "Individual PAGA Payments" to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
 - The "PAGA Period" is December 14, 2020 through December 11, 2022.
 - "Aggrieved Employees" means all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in California who were classified as hourly, non-exempt

employees at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties alleged in the Action which arose during the PAGA Period as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are any and all claims, demands, rights, liabilities, grievances, and causes of action that were pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices under the California Business and Professions Code. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims. The “Released PAGA Claims” are any and all claims for civil penalties under PAGA that were pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for all hours worked, including minimum wages and overtime wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of hours worked

and meal periods, (5) failure to indemnify necessary business expenses, (6) failure to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8) failure to pay all earned wages twice per month, and all PAGA claims for civil penalties predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well as any applicable IWC Orders, arising during the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

“Released Parties” collectively mean: Defendant and each of its divisions, subsidiaries, partnerships, parents, affiliated companies, trusts, past and present, and each of them, as well as each of their directors, officers, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of them and their marital community.

5. How much will my payment be?

Defendant’s records reflect that you have <<_____>> Workweeks during the Class Period (December 14, 2017 to December 11, 2022).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your Individual PAGA Payment is <<_____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member’s Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately two months after final approval but no earlier than January 14, 2023. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the issues resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the *Matthews v. Dejon Enterprises, Inc.* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in California by Defendants, and the name and number of the case, which is *Matthews v. Dejon Enterprises, Inc.*, Case No. 30-2021-01236088. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing must state (1) the Class Member’s name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words “Notice of Objection” or “Formal Objection”; (3) describe why you believe the Settlement is unfair and whether you intend to appear at the Final Approval Hearing; and (4) the name and number of the case, which is *Matthews v. Dejon Enterprises, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01236088.

All written objections must be mailed to the Administrator at _____ with copies to the Parties’ counsel, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice of 75 days in the event of a re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

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

Counsel for Defendant:

Lyne Richardson
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
19191 S. Vermont Avenue, Suite 950,
Torrance, CA 90502

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

The Court will hold a Final Approval Hearing at _____ on _____, in Department CX104 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge William D. Claster. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

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

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Matthews v. Dejon Enterprises, Inc.* You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2021-01236088.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Matthews v. Dejon Enterprises, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiff in the above-referenced Action; (2) I will not be bound by the class portion of the proposed Settlement; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED NO LATER THAN [INSERT DATE] TO: MATTHEWS V. DEJON ENTERPRISES, INC. ADMINISTRATOR, C/O ILYM GROUP, [INSERT ADDRESS]

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Approximate Dates of Employment with
Defendant Dejon Enterprises, Inc.: _____

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

(Sign your name here)

Date

DISPUTE FORM

***Matthews v. Dejon Enterprises, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2021-01236088-CU-OE-CXC***

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

Indicate Name/Address Changes, if any:

If you were employed by Dejon Enterprises, Inc. ("Defendant") in California classified as hourly, non-exempt employees at any time during the period December 14, 2017 to December 11, 2022 ("Class Period"), then you are a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

**Matthews v. Dejon Enterprises, Inc. Administrator
c/o ILYM Group
address**

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorney for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 KACEY MATTHEWS, an individual, on
14 behalf of herself and on behalf of all persons
15 similarly situated,

16 Plaintiffs,

17 vs.

18 DEJON ENTERPRISES, INC., a California
19 Corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO.: **30-2021-01236088-CU-OE-CXC**

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

Hearing Date:

Hearing Time:

Judge: Hon. William D. Claster

Dept.: CX104

Action Filed: December 14, 2021

Trial Date: Not Set

22
23
24 This matter, having come before the Honorable William D. Claster of the Superior Court
25 of the State of California, in and for the County Orange, on _____, for the motion by
26 Kacey Matthews ("Plaintiff") for preliminary approval of the class settlement with Defendant
27 Dejon Enterprises, Inc. ("Defendant"). The Court, having considered the briefs, argument of
28

PRELIMINARY APPROVAL ORDER

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

3
4 **IT IS HEREBY ORDERED:**

5 1. The Court grants preliminary approval of the Settlement based upon the terms set
6 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
7 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval
8 of Class Action Settlement [ROA # ____]. This is based on the Court's determination that the
9 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
10 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
11 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
12 defined therein shall have the same meaning in this Order as set forth in the Agreement.
13 Capitalized terms herein shall have the definitions set forth in the Agreement.

14 2. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
15 and reasonable to the Class. It further appears that investigation and research have been conducted
16 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
17 further appears to the Court that settlement at this time will avoid substantial additional costs by
18 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arms-length negotiations after mediation with a respectable mediator, Louis Marlin.
21 The Court therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when
22 balanced against the probable outcome of further litigation and the significant risks relating to
23 certification, liability, and damages issues. The Settlement falls within the range of
24 reasonableness and appears to be presumptively valid, subject only to any objections that may be
25 raised at the Final Approval Hearing and final approval by this Court.

26 3. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
28

1 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

2 4. A Final Approval Hearing on the question of whether the Settlement should be
3 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
4 valid and timely request to exclude themselves from the Settlement is scheduled for
5 _____ at _____ in Department CX104 of the Orange County Superior
6 Court. Other matters for determination at the Final Approval Hearing shall include whether the
7 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
8 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
9 Members. Both the motion for final approval and the motion for attorneys' fees, costs and service
10 awards shall be heard at the Final Approval Hearing and the papers are to be filed with the Court
11 and served on all counsel no later than sixteen (16) court days before the hearing.

12 5. Plaintiff shall serve this Order on the LWDA.

13 6. For settlement purposes only, the Court conditionally certifies the following Class:
14 "all individuals who are or previously were employed by Defendant Dejon Enterprises, Inc. in
15 California who were classified as hourly, non-exempt employees at any time during the Class
16 Period." The Class Period is December 14, 2017 to December 11, 2022. There are approximately
17 516 individuals in the Class.

18 7. The Court hereby appoints ILYM Group as Administrator. No later than 15
19 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
20 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
21 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
22 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
23 the Class information spreadsheet, the Administrator will mail the Class Notice Packet to all Class
24 Members via first-class U.S. Mail.

25 8. The Court hereby approves, as to form and content, the Court Approved Notice of
26 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
27 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
28

1 the Class of all material elements of the proposed Settlement, of the Class Members' right to be
2 excluded from the Class by submitting a written opt-out request, and of each member's right and
3 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
4 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
5 requirements of due process, is the best notice practicable under the circumstances, and shall
6 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
7 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
8 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
9 forth in the Agreement.

10 9. The Court approves, as to the form and content, the Dispute Form and the Request
11 for Exclusion Form that the Class Members may use to dispute their employment dates or opt out
12 of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

13 10. The Court hereby approves the proposed procedure for exclusion from the
14 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
15 Class as provided in the Class Notice by following the instructions for requesting exclusion from
16 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
17 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
18 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
19 extended an additional 14 days. The Court reserves the right to accept an untimely request for
20 exclusion for good cause. Any such person who chooses to opt out of and be excluded from the
21 Class will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
23 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
24 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
25 bound by the release of the Released PAGA Claims). Class Members who have not requested
26 exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A
27
28

1 request for exclusion may only opt out that particular individual, and any attempt to effect an opt
2 out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

3 11. Any Class Member who has not opted out may object or express the Member's
4 views regarding the Settlement, may appear at the final approval hearing, and may present
5 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
6 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
7 from the date of the mailing of the Class Notices to submit their written objections to the
8 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
9 If a Class Notice Packet is re-mailed, the response date for written objections will be extended an
10 additional 14 days. The Court reserves the right to accept an untimely written objection for good
11 cause. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
12 objection.

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

25 13. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members and
27
28

retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

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

IT IS SO ORDERED.

Dated: _____

HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorney for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 KACEY MATTHEWS, an individual, on
15 behalf of herself and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 DEJON ENTERPRISES, INC., a California
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.
23
24
25
26
27
28

CASE NO.: 30-2021-01236088-CU-OE-CXC

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

Hearing Date:
Hearing Time:

Judge: Hon. William D. Claster
Dept.: CX104

Action Filed: December 14, 2021
Trial Date: Not Set

1 The motion of Plaintiff Kacey Matthews (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Dejon Enterprises,
3 Inc. (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable William D.
5 Claster.

6
7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Orange, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand
17 Dollars (\$600,000), and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
22 experienced mediator in the settlement process, among other factors, support the Court’s
23 conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

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

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

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during two, all-day mediations before Louis Marlin, a respected and experienced mediator
25 of wage and hour class actions. There has been no collusion between the parties in reaching the
26 proposed settlement.

1 b. Plaintiff's investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. _____
6 objections were received. _____ timely requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing _____ of the overall Class.

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

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

16 **Attorneys' Fees and Costs**

17 11. An award of \$200,000 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
19 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and litigation expense billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in this litigation, for their time and effort in
27 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
28

1 release. In making this award, the Court has considered only the factors set forth in *Golba v.*
2 *Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs.*
3 *LLC* (2009) 175 Cal.App.4th 785.

4 **Administration Expenses Payment**

5 13. The Administrator shall calculate and administer the payments to be made to the
6 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
7 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiffs,
8 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
9 perform the other remaining duties set forth in the Agreement. The Administrator has documented
10 \$_____ in fees and expenses, and this amount is reasonable in light of the work
11 performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties in the amount of \$15,000 to be paid
14 out of the Gross Settlement Amount, which shall be allocated 75% (\$11,250) to the LWDA PAGA
15 Payment and 25% (\$3,750) to the Individual PAGA Payments to be distributed by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number
17 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and
18 (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. "Aggrieved
19 Employees" are all individuals who are or previously were employed by Defendant Dejon
20 Enterprises, Inc. in California who were classified as hourly, non-exempt employees at any time
21 during the PAGA Period. The "PAGA Period" is December 14, 2020 through December 11,
22 2022. The LWDA was notified of the settlement and served with a copy of the Agreement, and
23 the LWDA has not objected to the Settlement. The Court finds this PAGA Penalties amount to be
24 reasonable.

25
26 **II.**

27 **ORDERS**

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

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

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

7 The Class Period is December 14, 2017 to December 11, 2022.

8 2. All persons who meet the foregoing definition are members of the Class, except for
9 those individuals who filed a valid request for exclusion ("opt out") from the Class: [identify any
10 requests for exclusion].

11 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
12 best interest of the Class. The payment of the Individual Class Payments to the Participating Class
13 Members as set forth in the Agreement is approved.

14 4. Class Counsel are awarded attorneys' fees in the amount of \$200,000 and costs in
15 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiff or members of the Class.

17 5. The payment of the Class Representative Service Payment in the amount of
18 \$10,000 to the Plaintiff is approved.

19 6. The payment of \$ _____ to the Administrator for their fees and expenses
20 is approved.

21 7. The PAGA Penalties amount of \$15,000 is approved to be distributed in
22 accordance with the Agreement.

23 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
25 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
28 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability

1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the claims being released by the
8 Settlement.

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

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

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

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

25 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
27
28

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized, with further approval from the Court, to agree to and to
4 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
5 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
6 rights of the Parties or Class Members under the Agreement.

7 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 5. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount, all Participating Class Members, on behalf of themselves and their respective former and
11 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
12 Released Parties from the Released Class Claims as set forth in the Agreement.

13 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

14 (a) "Released Class Claims" means any and all claims, demands, rights,
15 liabilities, grievances, and causes of action that were pled or could have been pled based on the
16 factual allegations contained in the Operative Complaint which occurred during the Class Period
17 which includes claims for (1) failure to pay minimum wages; (2) failure to pay overtime
18 compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest breaks;
19 (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at
20 termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business
21 practices under the California Business and Professions Code. Except as expressly set forth in the
22 Agreement, Participating Class Members do not release any other claims, including claims for
23 vested benefits, wrongful termination, unemployment insurance, disability, social security,
24 workers' compensation, and claims outside of the Class Period.

25 (b) "Released Parties" collectively mean: Defendant and each of its divisions,
26 subsidiaries, partnerships, parents, affiliated companies, trusts, past and present, and each of them,
27 as well as each of their directors, officers, shareholders, partners, members, representatives,
28

1 executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business
2 managers, agents, contractors, insurers, attorneys, and employees, past and present, and each of
3 them and their marital community.

4 7. Effective on the date when Defendant fully funds the entire Gross Settlement
5 Amount, the Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
6 and their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, the Released Parties from all Released PAGA Claims. The “Released
8 PAGA Claims” are any and all claims for civil penalties under PAGA that were pled or could have
9 been pled based on the factual allegations contained in the Operative Complaint and PAGA Notice
10 sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees. The
11 Released PAGA Claims include all PAGA claims seeking civil penalties for (1) failure to pay for
12 all hours worked, including minimum wages and overtime wages, (2) failure to provide meal
13 periods, (3) failure to authorize and permit rest periods, (4) failure to maintain accurate records of
14 hours worked and meal periods, (5) failure to indemnify necessary business expenses, (6) failure
15 to pay all wages at termination, (7) failure to furnish accurate itemized wage statements, and (8)
16 failure to pay all earned wages twice per month, and all PAGA claims for civil penalties
17 predicated on violations of California Labor Code Sections 200, 201, 202, 203, 204, 210, 226,
18 226.3, 226.7, 510, 512, 558(a)(1)(2), 1194, 1194.2, 1197, 1197.1, 1198, 2699.3 and 2802, as well
19 as any applicable IWC Orders, arising during the PAGA Period. The release of the Released
20 PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an
21 Aggrieved Employee submitted a request for an exclusion from the Class.

22 8. As of the Effective Date, Plaintiffs have generally and fully released and
23 discharged the Released Parties from any known or unknown claims, including a waiver of
24 California Code of Civil Procedure section, as fully set forth in the Agreement.

25 9. If a settlement check remains uncashed by the expiration date, the funds from such
26 uncashed checks will be paid to the California State Controller’s Unclaimed Property Fund in the
27 name of the Participating Class Member/Aggrieved Employee.

1 10. Pursuant to CCP §384(b), Plaintiff shall submit to the Court a final report on or
2 before _____ setting forth the actual amounts paid to class members and other
3 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
4 whether further reports and/or a hearing will be necessary.

5 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
6 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
7 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
8 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
9 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
10 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

11
12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

13
14 Dated: _____

15
16 _____
HON. WILLIAM D. CLASTER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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

JULY 2, 2024

KACEY WILLIAMS

RE: DEJON ENTERPRISES INC.
FILE NUMBER: CA2500.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
08/20/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	3.90	850	3,315.00
08/25/21	ND	REVIEW DOCUMENTS AND EMAILS FORM PLAINTIFF REGARDING WORKPLACE DFEH AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. ANALYZE OFF THE CLOCK WORK TASKS AND WAGE AND HOUR ISSUES.	4.10	850	3,485.00
08/26/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. ANALYZE RECENT COURT OPINIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
08/29/21	ND	REVIEW FACTS AND LAW. DRAFT ORIGINAL COMPLAINT.	4.60	850	3,910.00
09/02/21	ND	DRAFT COMPLAINT. ANALYZE DOCUMENTS.	4.00	850	3,400.00
09/03/21	ND	CALL WITH PLAINTIFF TO GO OVER	2.00	850	1,700.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REVISIONS TO COMPLAINT. REVISE COMPLAINT AND SEND TO PLAINTIFF FOR APPROVAL TO FILE.			
09/08/21	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND DAMAGES. CALL WITH PLAINTIFF.	2.10	850	1,785.00
09/10/21	ND	DRAFT PAA NOTICE. UPLOAD TO LWDA.	2.00	850	1,700.00
11/23/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
12/02/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
12/13/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.40	675	270.00
12/13/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	0.40	675	270.00
12/13/21	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.25	675	1,518.75
12/13/21	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.75	675	1,856.25
12/13/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.60	850	1,360.00
12/14/21	RE	[CLASS] REVISE CLASS ACTION COMPLAINT DRAFT; FINALIZE FOR FILING	0.50	675	337.50
12/14/21	RE	[CLASS] DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.40	675	270.00
12/14/21	RE	[CLASS] REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.60	675	405.00
12/14/21	RE	[PAGA] REVIEW & EDIT PAGA ONLY	0.40	675	270.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT DRAFT; FINALIZE FOR FILING			
12/14/21	RE	[PAGA] DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.40	675	270.00
12/14/21	RE	[PAGA] FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.60	675	405.00
12/15/21	RE	[CLASS] REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/15/21	RE	[PAGA] REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/15/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
01/15/22	ND	REVIEW STORE LAYOUTS. ANALYZE SUITABLE SEATING CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISUCSS.	2.90	850	2,465.00
01/28/22	CL	[CLASS] RECEIPT AND REVIEW ORDER DEEMING CASE COMPLEX.	0.20	750	150.00
02/01/22	RE	[CLASS] PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX	0.75	675	506.25
02/01/22	RE	[PAGA] PREPARE INITIAL	0.70	675	472.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT SUMMONS, COMPLAINT ETC. FOR SERVICE VIA KNOX			
02/03/22	RE	[CLASS] FILE POS OF SUMMONS; MEMO TO FIRM RE POST-SERVICE COMMENCEMENT OF WRITTEN DISCOVERY	0.50	675	337.50
02/03/22	RE	[PAGA] FILE POS OF SUMMONS; MEMO TO FIRM RE POST-SERVICE COMMENCEMENT OF WRITTEN DISCOVERY	0.50	675	337.50
03/02/22	CL	[PAGA] RECEIPT AND REVIEW ANSWER TO COMPLAINT; EMAIL TO D. DEBLEYKER RE: ELECTRONIC SERVICE AGREEMENT.	0.30	750	225.00
03/02/22	CL	[CLASS] RECEIPT AND REVIEW ANSWER TO COMPLAINT.	0.20	750	150.00
03/02/22	CL	RECEIPT AND REVIEW NOTICE OF RELATED CASE.	0.20	750	150.00
03/03/22	ASC	DRAFT OPPOSITION TO NOTICE OF RELATED CASE	0.50	250	125.00
03/07/22 06	VR	CORRESPONDENCE TO DEFENDANT; REVIEW COMPLAINT AND CASE NOTES; REVIEW DISCOVERY AND STATUS; ADVISE CTL	1.50	750	1,125.00
03/07/22 17	VR	REVIEW & REVISE OPPOSITION TO NOTICE OF RELATED CASES; FINALIZE AND FILE	2.30	750	1,725.00
03/07/22	ASC	FILE OPPOSITION TO NOTICE OF RELATED CASE	0.50	250	125.00
03/08/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE CMC, COURT'S ORDERS, DISCOVERY, AND MEDIATION; REVIEW COMPLAINT AND CASE NOTES; ADVISE CTL	3.00	750	2,250.00
03/09/22	ASC	DRAFT PROOF OF SERVICE	0.20	250	50.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/15/22 10	VR	DRAFT JOINT CMC STATEMENT; REVIEW COMPLAINT, ANSWER, AND CASE NOTES; REVIEW COURT'S ORDER AND DOCKET; CORRESPONDENCE TO DEF	2.00	750	1,500.00
03/16/22 17	VR	REVIEW & REVISE JOINT CMC STATEMENT; CORRESPONDENCE TO DEF; ADVISE AJB	1.00	750	750.00
03/22/22 08	VR	COURT APPEARANCE AT CMC; REVIEW COMPLAINT, CASE NOTES, STIPULATION RE CONSOLIDATION, AND COURT'S ORDERS; REVIEW CORRESPONDENCE BETWEEN PARTIES AND STATUS OF MEDIATION; ADVISE AJB	2.00	750	1,500.00
03/29/22	ASC	DRAFT DISCOVERY SHELLS FOR CLASS AND PAGA	2.00	250	500.00
04/01/22 17	VR	REVIEW & REVISE WRITTEN DISCOVERY REQUESTS TO DEFENDANT; REVIEW COMPLAINT AND CASE NOTES	2.00	750	1,500.00
04/11/22 17	VR	REVIEW & REVISE STIPULATION RE AMENDED COMPLAINT; REVIEW COMPLAINT AND STATUS OF AMENDMENT; REVIEW CASE NOTES; ADVISE ASC	1.20	750	900.00
04/11/22	ASC	FILE STIPULATION TO CONSOLIDATE TWO MATTERS	0.50	250	125.00
04/21/22	AR	REVIEW AND OUTLINE FILE FOR ONBOARDING IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST AND EXHIBIT BOOK; DRAFT SUMMARY.	1.20	550	660.00
04/25/22	AR	REVIEW FILE FOR STATUS OF MEDIATION IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST; DRAFT SUMMARY.	0.60	550	330.00
04/26/22	AR	DRAFT BELAIRE-WEST NOTICE AND PROTECTIVE ORDER TO	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ACCOMPANY INITIAL DISCOVERY REQUESTS.			
04/26/22	AR	DRAFT AND SERVE INITIAL DISCOVERY REQUESTS AND NOTICE OF DEPOSITION.	2.20	550	1,210.00
04/26/22 15	VR	REVIEW STATUS OF CASE; REVIEW DISCOVERY; REVIEW DOCUMENTS; ADVISE AGR	2.50	750	1,875.00
04/29/22 17	VR	REVIEW & REVISE AMENDED COMPLAINT; REVIEW COURT'S ORDERS; REVIEW PAGA COMPLAINT AND LWDA LETTER; ADVISE NBB	2.00	750	1,500.00
05/02/22	AR	RECEIVE AND REVIEW OBJECTIONS TO NOTICE OF DEPOSITION; UPDATE CALENDAR AND CIRCULATE SUMMARY; TELECONFERENCE REGARDING THE SAME.	0.60	550	330.00
05/04/22 15	VR	REVIEW FAC, COURT'S ORDERS AND DOCKET; REVIEW STATUS OF FILING FAC; ADVISE NBB AND AC	1.60	750	1,200.00
05/05/22	ASC	FILE FAC AND CALENDAR REMINDER TO UPDLOAD TO LWDA AND DISMISS PAGA	0.50	250	125.00
05/10/22	AR	MULTIPLE CORRESPONDENCE WITH AC REGARDING CLIENT FILE AND DOCUMENTS.	0.30	550	165.00
05/10/22	AR	REVIEW AND OUTLINE PLAINTIFF DOCUMENTS; CREATE EXHIBIT BOOK AND DRAFT SUMMARY.	1.00	550	550.00
05/10/22	ASC	ORGANIZE AND BATES STAMP PLAINTIFF'S DOCUMENTS	1.00	250	250.00
05/11/22	AR	COMPILE AND REVIEW ADDITIONAL DOCUMENTS; UPDATE EXHIBIT BOOK.	0.70	550	385.00
05/11/22	AR	DRAFT MEDIATION DATA REQUEST; CORRESPONDENCE WITH AB REGARDING THE SAME.	1.20	550	660.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/11/22	AR	RECEIVE AND REVIEW FILED FIRST AMENDED COMPLAINT; UPLOAD TO LWDA WEBSITE; CIRCULATE SUMMARY.	0.80	550	440.00
05/11/22	AR	REVISE, FINALIZE, AND SERVE MEDIATION DATA REQUEST.	0.50	550	275.00
05/11/22	ASC	DOWNLOAD CONFORMED FAC FROM ONE LEGAL	0.20	250	50.00
05/13/22	ASC	DOWNLOAD CONFORMED COPY OF STIPULATION TO CONSOLIDATE	0.20	250	50.00
05/16/22	AR	REVIEW DOCKET IN CLASS ACTION FOR STATUS OF CONSOLIDATION; DRAFT FOLLOW UP CORRESPONDENCE REGARDING DISMISSAL OF PAGA ACTION.	0.70	550	385.00
05/17/22	ASC	DRAFT REQUEST FOR DISMISSAL WITHOUT PREJUDICE	1.00	250	250.00
05/18/22	AR	DRAFT, FINALIZE, FILE AND SERVE REQUEST FOR DISMISSAL OF PAGA ACTION.	0.80	550	440.00
05/18/22	ASC	CONFIRME RFD WAS FILED	0.20	250	50.00
05/23/22	AR	RECEIVE AND REVIEW NOTICE FROM CLERK; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	550	275.00
06/09/22	AR	RECEIVE CORRESPONDENCE FROM OPPOSING COUNSEL; REVIEW FILE AND DOCKET REGARDING STATUS OF DISMISSAL OF PAGA ACTION; FOLLOW UP CORRESPONDENCE WITH AC.	0.60	550	330.00

TOTAL BILLED HOURS

ANDREW RONAN	12.70 hr @ 550.00	\$ 6,985.00
ADOLFO SANCHEZ CONTRERAS	6.80 hr @ 250.00	\$ 1,700.00
CHRISTINE LEVU	0.90 hr @ 750.00	\$ 675.00
NICK DEBLOUW	31.70 hr @ 850.00	\$ 26,945.00
RICO EHMAN	12.55 hr @ 675.00	\$ 8,471.25

PAGE EIGHT

SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00
VICTORIA RIVAPALACIO	21.10 hr @ 750.00	\$ 15,825.00

TOTAL PROFESSIONAL SERVICES

90.95

\$ 62,941.25

COSTS ADVANCED

09/10/21	PAGA FILING FEE	75.00
12/14/21	ONE LEGAL FEE/FILING FEE	1,492.00
12/15/21	ONE LEGAL FEE/FILING FEE	1,492.00
02/03/22	ONELEGAL/FILING FEE	14.67
02/03/22	ONELEGAL/FILING FEE	14.67
02/05/22	ONELEGAL/FILING FEE	38.86
02/05/22	ONELEGAL/FILING FEE	38.86
02/08/22	MESSENGER - KNOX	62.35
02/08/22	MESSENGER - KNOX	142.15
03/08/22	FILING VIA ONELEGAL	17.76
03/18/22	COURT APPEARANCE VIA COURT CALL	94.00
04/15/22	MEDIATION FEES - STEVE ROTTMAN.	10,000.00
04/19/22	MEDIATION FEE REFUND.	-10,000.00
05/02/22	MEDIATION FEES - LOU MARLIN.	<u>7,000.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 10,482.32</u>

TOTAL CURRENT CHARGES

\$ 73,423.57

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 07/02/2024
Due On: 08/01/2024

Kacey Matthews
909 S. Knott Avenue, Apt 82
Anaheim, CA 92804

CA2500

Dejon Enterprises, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/24/2022	Call court and research/confirm status of dismissed PAGA case	1.00	\$250.00	\$250.00
Service	06/27/2022	Email exchange with court re status of case	0.50	\$250.00	\$125.00
Service	06/28/2022	Review vacation pay claims and existing case law and recent court opinions. Analyze wage and hour policy documents. Analyze mediation issues. Status update to Plaintiff.	2.50	\$850.00	\$2,125.00
Service	07/21/2022	Review file and docket for status; draft multiple correspondence regarding CMC statement.	0.70	\$550.00	\$385.00
Service	07/26/2022	Review and outline file and orders; draft joint CMC statement and circulate to opposing counsel.	0.80	\$550.00	\$440.00
Service	07/26/2022	Finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
Service	08/19/2022	Draft follow up correspondence regarding mediation data request.	0.50	\$550.00	\$275.00
Service	09/01/2022	Prepare documents for mediation	0.50	\$250.00	\$125.00
Service	09/08/2022	Receipt and review mediation documents and class numbers.	0.30	\$750.00	\$225.00
Service	09/08/2022	Receive and review mediation data; draft multiple follow up correspondence.	1.30	\$550.00	\$715.00

Service	09/11/2022	Review and analyze data for mediation purposes. Review discovery to date and court docket. Conference with Plaintiff to discuss mediation issues and case status. Prepare for mediation.	4.80	\$850.00	\$4,080.00
Service	09/12/2022	Book mediation. Review file/analyze claims/prep for mediation.	2.00	\$895.00	\$1,790.00
Service	09/13/2022	Review and analyze pay stubs exemplars for wage statement violations. Analyze sick pay claims. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
Service	09/16/2022	Review and analyze previous settlements with similar workweeks and claims for mediation valuation. Research past settlements online. Draft MOU for mediation.	3.40	\$850.00	\$2,890.00
Service	09/19/2022	Review facts and law. Conference with Plaintiff to discuss facts for mediation brief and obtain settlement authority. Draft mediation brief. Prepare for mediation.	6.00	\$850.00	\$5,100.00
Service	09/23/2022	Review documents produced for mediation draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	09/26/2022	Review and revise mediation brief.	2.00	\$850.00	\$1,700.00
Service	09/28/2022	Finalize and file mediation brief.	6.00	\$895.00	\$5,370.00
Service	09/29/2022	Gather info from other attorney re: settlements of other McDonald's franchises. Analyze and prep for mediation.	5.00	\$895.00	\$4,475.00
Service	10/04/2022	Review and analyze all mediation materials including brief and exhibits attached thereto. Review and analyze expert damages and penalty report. Status update to Plaintiff.	2.70	\$850.00	\$2,295.00
Service	10/05/2022	Receipt and review class data from defense counsel; Discuss with Andy mediation rescheduling.	0.30	\$750.00	\$225.00
Service	10/05/2022	Receive and review mediation data from opposing counsel; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	10/06/2022	Review docs, analyze re settlement issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	10/07/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/10/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/11/2022	Prep and appear for mediation	8.00	\$895.00	\$7,160.00
Service	10/11/2022	review docs re mediation. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	10/11/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	10/11/2022	Review mediation notes. Analyze MOU terms. Send to	1.50	\$850.00	\$1,275.00

		Plaintiff for signature. Conference with Plaintiff to explain MOU terms and obtain signature.			
Service	10/12/2022	Multiple correspondence regarding mediation; review and outline MOU.	0.80	\$550.00	\$440.00
Service	10/13/2022	Outline long form, review MOU re approval issues. Advise CL.	2.75	\$995.00	\$2,736.25
Service	10/17/2022	Draft Second Amended Consolidated Class and Representative Complaint.	0.90	\$750.00	\$675.00
Service	10/18/2022	Draft Long Form Settlement Agreement.	4.50	\$750.00	\$3,375.00
Service	10/18/2022	Draft Stipulation for Leave to File Second Amended Consolidated Class and Representative Complaint.	0.50	\$750.00	\$375.00
Service	10/20/2022	Draft stipulation to file Second Amended Consolidated Complaint	1.20	\$250.00	\$300.00
Service	10/20/2022	Draft Stipulation to File Second Amended Consolidated Class and PAGA Complaint.	1.20	\$750.00	\$900.00
Service	10/20/2022	Review/analyze long form settlement agreement and stipulations related to amending complaint. Compare w/ MOU, notes from mediation, and prior pleadings to ensure consistency. Analyze next steps to finalize settlement and comply with Court deadlines and rules.	3.00	\$895.00	\$2,685.00
Service	10/21/2022	Revise Joint Notice of Settlement.	0.30	\$750.00	\$225.00
Service	10/21/2022	Review and analyze clerk's notes re: rejection of request for dismissal; Discuss with Adolfo and Kyle re: same.	0.40	\$750.00	\$300.00
Service	10/21/2022	review long form, analyze.	2.00	\$995.00	\$1,990.00
Service	10/24/2022	Receipt and review Joint Notice of Settlement.	0.20	\$750.00	\$150.00
Service	10/25/2022	Review agreement, revise, analyze, advise CL.	2.00	\$995.00	\$1,990.00
Service	10/26/2022	Revise Long Form Settlement Agreement; Discuss with Norm re: same.	0.60	\$750.00	\$450.00
Service	10/26/2022	Final Agreement, advise KN.	1.00	\$995.00	\$995.00
Service	10/27/2022	Receipt and review Minute Order Continuing Status Conference.	0.20	\$750.00	\$150.00
Service	10/27/2022	Review/analyze order continuing CMC. Update calendar. Analyze progress of finalizing settlement/ complying with Court orders/rules.	1.50	\$895.00	\$1,342.50
Service	11/01/2022	Review and revise draft SAC; advise staff; review MOU terms	1.00	\$950.00	\$950.00
Service	11/01/2022	Discuss with Andy withdrawing of discovery due to settlement.	0.20	\$750.00	\$150.00

Service	11/01/2022	Follow up correspondence regarding amended complaint.	0.30	\$550.00	\$165.00
Service	11/01/2022	Draft revised stipulation and second amended complaint; draft proposed order; submit to opposing counsel for review.	1.50	\$550.00	\$825.00
Service	11/01/2022	Review file for status of discovery responses; correspondence with opposing counsel regarding the same.	0.40	\$550.00	\$220.00
Service	11/07/2022	Draft follow up correspondence regarding stipulation and proposed order.	0.40	\$550.00	\$220.00
Service	11/10/2022	Follow up correspondence with opposing counsel regarding amended complaint.	0.40	\$550.00	\$220.00
Service	11/16/2022	Follow up correspondence regarding status of stipulation.	0.40	\$550.00	\$220.00
Service	11/16/2022	Review file and draft summary of status for CTL regarding coverage.	0.40	\$550.00	\$220.00
Service	11/21/2022	Finalize Stipulation for Leave to File Second Amended Consolidated Complaint; Email form A. Antonya re: Stipulation. .	0.30	\$750.00	\$225.00
Service	11/22/2022	Work on draft of settlement agreement; research issues re OC court on agreements and approval requirements	2.00	\$950.00	\$1,900.00
Service	11/23/2022	Review and analyze Order for Leave to File Second Amended Class and Representative Action Complaint.	0.20	\$750.00	\$150.00
Service	11/23/2022	Finalize Second Amended Class and Representative Action Complaint.	0.20	\$750.00	\$150.00
Service	11/23/2022	Review and Revise draft agreement; memo to Admin; email Def with memo re issues revised for OC	3.00	\$950.00	\$2,850.00
Service	11/30/2022	Receive and review conformed amended complaint; multiple correspondence with AC regarding LWDA filings.	0.40	\$550.00	\$220.00
Service	01/03/2023	Review file for status; draft joint statement and submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	01/04/2023	Review and analyze Order continuing status conference.	0.30	\$750.00	\$225.00
Service	01/04/2023	Review revisions to joint statement; draft further revisions, file and serve.	0.50	\$550.00	\$275.00
Service	01/04/2023	Review order continuing status conference. Update calendar. Prep for conference. Analyze progress of finalizing settlement.	1.00	\$895.00	\$895.00
Service	02/01/2023	Review Defendant's emails and revisions to draft agreement; research releases and Amaro; email	2.00	\$950.00	\$1,900.00

		Defendant; work on issues of release and review pleadings re release issues			
Service	02/01/2023	Review file for status of amended complaint; draft final version and submit to KN.	0.60	\$550.00	\$330.00
Service	02/02/2023	Revise agreement and prepare redlines; email def	2.00	\$950.00	\$1,900.00
Service	02/15/2023	draft exhibits to settlement; review requirements of Court from prior settlements and incorporate into exhibits	2.75	\$950.00	\$2,612.50
Service	02/16/2023	work on exhibits for settlement agreement	2.50	\$950.00	\$2,375.00
Service	03/08/2023	draft exhibits to agreement; email Defendant	3.00	\$950.00	\$2,850.00
Service	03/08/2023	Review and revise Agreement; email Defendant	2.00	\$950.00	\$1,900.00
Service	03/13/2023	Email to C. Coleman re: meet and confer re: settlement agreement and signature.	0.30	\$750.00	\$225.00
Service	03/13/2023	Review and analyze settlement agreement terms and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Follow up calls to explain terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	04/03/2023	Preparation to draft Joint Case Management Statement by comprehensive review of file, including Court orders, prior statements, settlement documents, and communications; and determination as to overall status of case.	0.60	\$675.00	\$405.00
Service	04/03/2023	Preparation of Joint Case Status Report; and preparation of correspondence to Defendant's counsel regarding the same.	0.50	\$675.00	\$337.50
Service	04/03/2023	Teleconference with RH; review file for status and draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	04/04/2023	Preparation of correspondence to Defendant regarding status of review/approval of joint status report and intent to proceed with individual report if no response is received.	0.20	\$675.00	\$135.00
Service	04/04/2023	Communications with Defendant's counsel regarding Joint Status Conference Report; revision and finalization of the same; preparation of proof of service, file, and serve.	0.50	\$675.00	\$337.50
Service	04/04/2023	Update POS	0.20	\$250.00	\$50.00
Service	04/05/2023	Receipt and review Minute Order Continuing Status Conference.	0.20	\$750.00	\$150.00
Service	04/05/2023	Receipt, review, and analysis of Court's Minute Order regarding Status Conference, and determination as to further handling.	0.20	\$675.00	\$135.00

Service	04/13/2023	Review status; work on issues re settlement and approval; schedule next steps	0.30	\$950.00	\$285.00
Service	05/10/2023	Receipt, review, and analysis of Defendant's substitution of attorney, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	06/20/2023	Preparation to draft Joint Status Conference Statement by comprehensive review of relevant file materials; confer with KRN and AGR including re status of motion for preliminary approval of settlement; online investigation of Defendant's attorneys including contact information and firm associations; and telephone call to Nima Darouian to confirm Defendant's representation.	1.10	\$675.00	\$742.50
Service	06/21/2023	Preparation for and telephone calls to Nima Darouian and Claudia Coleman regarding Defendant's legal representation and to meet and confer regarding Joint Status Conference Statement.	0.30	\$675.00	\$202.50
Service	06/21/2023	Preparation of draft Joint Status Conference Statement and correspondence to Defendant's counsel re same.	0.70	\$675.00	\$472.50
Service	06/21/2023	Correspondence from Claudia Coleman regarding approval of Joint Status Conference Report and plan for handling same.	0.20	\$675.00	\$135.00
Service	06/22/2023	Correspondence from Claudia Coleman re filed Joint Case Management Statement and prior approval of settlement agreement.	0.20	\$675.00	\$135.00
Service	06/26/2023	Receipt and review Order continuing status conference.	0.30	\$750.00	\$225.00
Service	06/26/2023	Receipt and review of order continuing status conference, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	07/28/2023	Review status; prepare signed agreement with exhibits; work on approval issues and analysis of Kullar valuation	1.00	\$950.00	\$950.00
Service	08/21/2023	Email from L. Richardson re: association of counsel and joint CMS.	0.20	\$750.00	\$150.00
Service	08/21/2023	Email from K. Bleyker re: substitution of attorney.	0.30	\$750.00	\$225.00
Service	08/21/2023	Review and outline file for status; draft joint status report and submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	08/22/2023	Receipt, review, and analysis of Defendant's Notice of Association of Counsel, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	08/22/2023	Multiple follow up correspondence with substituting counsel.	0.30	\$550.00	\$165.00
Service	08/22/2023	Multiple correspondence regarding substitution of attorney issues; draft revised joint statement; submit to counsel; receive revisions, finalize, file and serve.	1.30	\$550.00	\$715.00

Service	08/22/2023	Receipt and review Notice of Association of Counsel.	0.20	\$750.00	\$150.00
Service	08/24/2023	Review and analyze Order continuing status conference	0.30	\$750.00	\$225.00
Service	08/25/2023	Class - Review status of case, confirm CMC on calendar 8/29/23, hearing continued to 11/5/23	0.10	\$250.00	\$25.00
Service	08/29/2023	Review notice of status conference, call court Dept CX104 re status conference set for 11/5/23 (Sunday), clerk will reschedule and send a new notice	0.30	\$250.00	\$75.00
Service	08/30/2023	Receipt and review of Nunc Pro Tunc Order re Minute Order re Status Conference.	0.20	\$675.00	\$135.00
Service	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
Service	10/30/2023	Draft Joint Case Management Statement; Emails to K. Denbleyker re: Joint CMS; Draft Plaintiff's Case Management Statement	0.70	\$750.00	\$525.00
Service	10/30/2023	Review status of cas, update POS, Finalize Plaintiff's Status conference report, add POS, file via One Legal, serve on OPC via email	0.50	\$250.00	\$125.00
Service	10/30/2023	Email form K. Bleyker re: substitution of counsel.	0.30	\$750.00	\$225.00
Service	10/30/2023	Email to/from L. Richardson re: substitution of counsel and joint CMS.	0.30	\$750.00	\$225.00
Service	11/03/2023	Review status of case, check court's website, confirm 11/6 hearing on calendar, set up remote appearance	0.30	\$250.00	\$75.00
Service	11/06/2023	Review file, download OPC's sub of attorney, update POS	0.30	\$250.00	\$75.00
Service	11/06/2023	Prepare for Case Management Conference.	0.30	\$750.00	\$225.00
Service	11/06/2023	Attend Case Management Conference.	0.30	\$750.00	\$225.00
Service	11/06/2023	Email to/from L. Richardson re: substitution of attorney.	0.20	\$750.00	\$150.00
Service	11/07/2023	Review file; draft declaration of Kacey Matthews in support of preliminary approval/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	11/07/2023	Prepare settlement and approval chart; prepare figures; analysis of Kullar valuation and issues for motion; legal research	1.50	\$950.00	\$1,425.00
Service	11/07/2023	Draft motion for preliminary approval and memorandum; revise motion; email draft of the motion to the Defendant; memo to Administrator	4.00	\$950.00	\$3,800.00
Service	11/07/2023	Final prelim. Analyze.	2.75	\$995.00	\$2,736.25
Service	11/13/2023	Email to L. Richardson re: Joint CMS; Draft Joint CMS.	0.70	\$750.00	\$525.00

Service	11/13/2023	Class- Update POS in file with new OPC info	0.10	\$250.00	\$25.00
Service	11/13/2023	Email from L. Richardson re: revisions to Joint CMS; Revise Joint CMS.	0.40	\$750.00	\$300.00
Service	11/13/2023	Finalize Joint Further Status Conference Report, add POS, file via One Legal, serve via email on OPC	0.50	\$250.00	\$125.00
Service	11/13/2023	Draft declaration ISO motion for preliminary approval.	3.50	\$950.00	\$3,325.00
Service	11/13/2023	Review and revise motion for preliminary approval; update tables; prepare exhibits' emails with Def; final motion; file and serve motion; serve LWDA.	3.00	\$950.00	\$2,850.00
Service	11/15/2023	Review and revise proposed order; prepare exhibits and cover sheet for proposed order; file and serve; upload documents to server	1.00	\$950.00	\$950.00
Service	11/15/2023	Review and analyze registry of actions in preparation for hearing on FSC; prepare for FSC.	0.30	\$750.00	\$225.00
Service	11/15/2023	Review court website for clerk's contact information. Call clerk (Gus) inquiring if the 11/20 would be removed off calendar, clerk confirmed it will be.	0.20	\$250.00	\$50.00
Service	11/16/2023	Receipt and review order vacating status conference.	0.30	\$750.00	\$225.00
Service	12/07/2023	Receipt and review order continuing prelim approval	0.20	\$750.00	\$150.00
Service	12/15/2023	Review status of case, Confirm 12/20 MPA hearing on calendar	0.10	\$250.00	\$25.00
Service	02/07/2024	Review and revise Agreement and exhibits; email to Defense counsel	1.00	\$950.00	\$950.00
Service	02/09/2024	Draft supplemental briefing; research issues; email Defendant re declaration; email defendant regarding supplemental briefing issues	4.75	\$950.00	\$4,512.50
Service	02/09/2024	Review court order re approval. Review corr from partner. Analyze and respond.	2.00	\$895.00	\$1,790.00
Service	02/12/2024	Finalize revised Agreement; review revisions to exhibits to insure they can be finalized; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	02/13/2024	Prepare signed revised agreement; review and revise supplemental decl; prepare exhibits; file and serve; revise proposed ord; file and serve	2.50	\$950.00	\$2,375.00
Service	02/22/2024	Review status and tentative; revise documents and file and serve documents; discuss with Def counsel; prepare for hearing and contact clerk	1.00	\$950.00	\$950.00
Service	03/04/2024	Email from M. Snow re: case manager and administration by Kelsey.	0.20	\$750.00	\$150.00
Service	03/20/2024	Review formatted notice documents; revies emails and respond to Admin questions	0.40	\$950.00	\$380.00

Service	03/25/2024	Email from M. Snow re preliminary calculations once data discrepancies are resolved.	0.20	\$750.00	\$150.00
Service	04/02/2024	Review Admin emails; review preliminary calculations; double check figures; respond to Admin	0.40	\$950.00	\$380.00
Service	04/02/2024	Email from M. Snow re: Preliminary Calculations of Administration	0.20	\$750.00	\$150.00
Service	04/08/2024	Email from M. Snow re: preliminary approval calculations.	0.20	\$750.00	\$150.00
Service	04/10/2024	Email from M. Snow re: Defendant's approval for mailing.	0.20	\$750.00	\$150.00
Service	04/10/2024	Email from M. Snow acknowledging Defendant's approval of preliminary calculations.	0.20	\$750.00	\$150.00
Service	04/18/2024	Review and respond to class member inquiries regarding settlement. Analyze case file and court docket.	0.90	\$850.00	\$765.00
Service	05/14/2024	Review and respond to class member inquiries regarding settlement. Analyze case file and court docket.	0.80	\$850.00	\$680.00
Service	06/18/2024	Review status; review Admin report	0.25	\$950.00	\$237.50
Service	06/24/2024	Review status; memo to staff; review and revise Admin declaration; email admin; review revised draft and third revised draft of the declaration	1.50	\$950.00	\$1,425.00
Service	06/24/2024	Draft: draft motion for final approval and supporting docs; review order re preliminary approval; review settlement agreement; advise KN	6.20	\$750.00	\$4,650.00
Service	06/24/2024	Review and revise draft motion for final approval; email Defendant; memo to staff; update proposed order	3.00	\$950.00	\$2,850.00
Service	06/26/2024	Draft: draft declaration of NBB; review motion for final approval; review settlement agreement; review motion for preliminary approval; review court's orders	2.10	\$750.00	\$1,575.00
Service	06/27/2024	Populate and finalize Table of Authorities/Contents on MFA.	1.50	\$250.00	\$375.00
Service	07/02/2024	Review and revise declaration ISO motion	1.50	\$950.00	\$1,425.00
Service	07/02/2024	Review and revise motion	2.00	\$950.00	\$1,900.00
Services Subtotal				\$156,960.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
------	------	-------	----------	------	-------

Expense	04/18/2022	One Legal filing	1.00	\$38.86	\$38.86
Expense	05/05/2022	One Legal filing	1.00	\$18.27	\$18.27
Expense	05/23/2022	OneLegal filing fee.	1.00	\$15.19	\$15.19
Expense	07/26/2022	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	10/24/2022	Berger Consulting Group.	1.00	\$2,800.00	\$2,800.00
Expense	11/30/2022	Lexis Nexis	1.00	\$44.00	\$44.00
Expense	01/04/2023	OneLegal filing fee.	1.00	\$15.19	\$15.19
Expense	01/13/2023	Lexis Nexis	1.00	\$176.00	\$176.00
Expense	02/02/2023	Lexis Nexis.	1.00	\$187.00	\$187.00
Expense	03/01/2023	Lexis Nexis.	1.00	\$235.00	\$235.00
Expense	04/03/2023	Lexis Nexis	1.00	\$198.00	\$198.00
Expense	05/01/2023	Lexis Nexis	1.00	\$154.00	\$154.00
Expense	06/02/2023	Lexisnexis	1.00	\$231.00	\$231.00
Expense	07/03/2023	Lexis Nexis	1.00	\$187.00	\$187.00
Expense	08/02/2023	LexisNexis	1.00	\$176.00	\$176.00
Expense	08/23/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	09/01/2023	Lexis Nexis	1.00	\$154.00	\$154.00
Expense	10/02/2023	LexisNexis	1.00	\$143.00	\$143.00
Expense	10/31/2023	One legal filing	1.00	\$15.65	\$15.65
Expense	11/08/2023	One Legal Filing	1.00	\$15.65	\$15.65
Expense	11/14/2023	Filing fee - one legal - motion	1.00	\$87.71	\$87.71
Expense	11/14/2023	One legal - filing charge for decl	1.00	\$16.68	\$16.68
Expense	11/16/2023		1.00	\$16.68	\$16.68
Expense	12/03/2023	LexisNexis	1.00	\$200.00	\$200.00
Expense	01/02/2024	LexisNexis	1.00	\$121.00	\$121.00
Expense	02/05/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	02/14/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	02/14/2024	One legal filing charge - suppl decl	1.00	\$17.71	\$17.71
Expense	02/23/2024	One legal filing charge	1.00	\$17.71	\$17.71
Expense	03/04/2024	LexisNexis	1.00	\$187.00	\$187.00

Expense	04/01/2024	LexisNexis	1.00	\$143.00	\$143.00
Expense	05/01/2024	LexisNexis	1.00	\$154.00	\$154.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$1.00	\$1.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$1.00	\$1.00
Expense	06/03/2024	Lexis Nexis	1.00	\$121.00	\$121.00
Expense	06/24/2024	download document from docket	1.00	\$8.27	\$8.27
Expense	07/02/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$6,154.48	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	28.5	\$895.00	\$25,507.50
Norm Blumenthal	14.0	\$995.00	\$13,930.00
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	29.9	\$850.00	\$25,415.00
Ricardo Ehmann	2.5	\$675.00	\$1,687.50
Randy Hy	5.3	\$675.00	\$3,577.50
Christine LeVu	17.6	\$750.00	\$13,200.00
Kyle Nordrehaug	53.85	\$950.00	\$51,157.50
Victoria Rivapalacio	8.3	\$750.00	\$6,225.00
Andrew Ronan	15.4	\$550.00	\$8,470.00
Adolfo Sanchez Contreras	5.5	\$250.00	\$1,375.00
Yesenia Silva	1.9	\$250.00	\$475.00
Subtotal			\$163,114.48
Total			\$163,114.48

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
----------------	--------	------------	-------------------	-------------

1	08/01/2024	\$163,114.48	\$0.00	\$163,114.48
Outstanding Balance				\$163,114.48
Total Amount Outstanding				\$163,114.48

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
----------------	--------	------	-------	-------	-------	-------	-------

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

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

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

9 **COUNTY OF ORANGE**

10
11 KACEY MATTHEWS, an individual, on
behalf of herself and on behalf of all persons
12 similarly situated,

13 Plaintiffs,

14 vs.

15
16 DEJON ENTERPRISES, INC., a California
Corporation; and DOES 1 through 50,
17 inclusive,

18 Defendants.

**Case No. 30-2021-01236088-CU-OE-
CXC**

**DECLARATION OF KACEY
MATTHEWS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: December 15, 2023
Hearing Time: 9:00 a.m.

Judge: Hon. William D. Claster
Dept.: CX101

Action Filed: December 14, 2021
Trial Date: Not set

1 I, Kacey Matthews, declare as follows:

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

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

9 3. I was employed by Dejon Enterprises, Inc. ("Dejon") in California from October of 2020
10 to September of 2021 and was classified by Dejon as an hourly, non-exempt employee during
11 that time period.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 due in part to a lack of enough coverage, it was not uncommon for me to be unable to take a
24 compliant meal or rest break which were sometimes late, short or completely missed. I also did
25 not receive the meal and rest break premiums I was entitled to for these violations. Furthermore,
26 from time to time I had to work off the clock during my meal periods but was not paid any
27

1 minimum or overtime wages for this time that I worked. As to rest breaks, I should have been
2 able to leave the premises if I chose to do so but Dejon's policy dictated that I stay on the
3 premises during my rest breaks. I also had to use my personal cell phone for work-related issues,
4 such as scheduling, but Dejon did not reimburse the reasonable expenses I incurred using my cell
5 phone for work-related purposes.

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

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

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

lawsuit.

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

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

11. A mediation took place on October 11, 2022 with Louis Marlin, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on October 11, 2022 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on March 14, 2023.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court

1 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
2 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
3 up until this point. I believe I have been diligent and have done what is expected of a named
4 plaintiff and a proposed class representative to date, and will continue to do so. I have and
5 always will maintain the best interest of the class members.
6

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

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

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

25 16. In light of all the time and effort I have spent on this case, the risk I undertook by
26 suing a former employer, the exposure to being responsible for paying Dejon's costs in the event
27 we did not win the case, the reputational risk that future employers may hold this lawsuit against
28

1 me, the general release, and in light of the size of the settlement, I believe the request for \$10,000
2 as a Class Representative service payment is fair and reasonable.

3
4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed on Nov 10, 2023, at Anaheim, CA.
7 (city, state)

8 
9 Kacey Matthews (Nov 10, 2023 11:58 PST)
10 Kacey Matthews