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

13 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 ANDREW KING, on behalf of himself,
15 and on behalf of all persons similarly
16 situated,

17 Plaintiff,

18 vs.

19 DAY MANAGEMENT CORPORATION
20 (DBA) DAY WIRELESS SYSTEMS, a
21 Corporation, and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE No. 22STCV01620

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

Hearing Date: May 17, 2024

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated December 8,
2023]

Judge: Hon. Maren E. Nelson

Dept: SS-17

Date Filed: January 14, 2022

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

26
27 3. Summary of the Proposed Settlement.

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

1 the “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Day
2 Management Corporation (dba) Day Wireless Systems (“Defendant”) reached a full and final settlement
3 of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court.

4 As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Five
5 Hundred Fifty Thousand Dollars (\$550,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the
6 Gross Settlement Amount consists of the following elements: (i) all Individual Class Payments and
7 Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and
8 the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service Payment; and (v)
9 the Administration Expenses Payment. (Agreement at ¶ 1.22.)

10 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
11 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
12 (Agreement at ¶ 3.1.)

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

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

28 (e) Class Members were sent the Court approved Class Notice using the procedure approved

1 by the Court by mailing the notice packets after updating class members' addresses using the National
2 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
3 notices to any forwarding address provided or updated address located. Declaration of Christina Fowler
4 ("Rubalcava Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves
5 or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Rubalcava
6 Decl. ¶ 7, Exh. A. Zero Class Members submitted a request for exclusion. Rubalcava Decl. ¶ 11.
7 Therefore, all Class Members are deemed Participating Class Members who are bound by the Settlement
8 and will be entitled to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
9 including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties
10 and will remain subject to the release of the PAGA Released Claims regardless of their request for
11 exclusion. (Agreement at ¶¶ 6.3 and 7.5(d))) Finally, the Notice advised the Class Members of their
12 right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

13 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
14 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
15 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
16 checks sent to the California State Controller's Office, Unclaimed Property Division, in the name of the
17 Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of
18 Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

19 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$5,000. (Agreement at ¶ 3.2(c).) As set forth in the
22 Rubalcava Decl. at ¶ 14, the Administration Expenses Payment, including fees and costs incurred to-
23 date, as well as anticipated fees and costs for completion of the settlement administration, are \$4,200.

24
25 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
26 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
28 Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).)

1 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the
2 Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this
3 separate motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is
4 providing evidentiary support, for these requests, including lodestar.

5 (i) Subject to Court approval, Five Thousand Dollars (\$5,000) will be paid from the Gross
6 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
7 Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i),
8 the PAGA Payment shall be allocated as follows: 75% (\$3,750) shall be allocated to the Labor
9 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$1,250)
10 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
11 number of their respective pay periods worked during the PAGA Period. (Agreement at ¶ 3.2(d).) As
12 set forth in the accompanying proof of service, the LWDA has been served with this motion and the
13 Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
15 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
16 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ V(1).) In sum, the
17 Settlement valued at \$550,000 is an excellent result for the Class. This result is particularly favorable
18 in light of the fact that liability and class certification in this case were far from certain in light of the
19 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
20 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
21 settlement is fair, reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated December 8, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
25 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
26 On January 8, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members,
27 which provided each class member with the terms of the Settlement, including notice of the claims at
28 issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award

1 that were being sought, how individual settlement awards would be calculated, and the specific,
2 estimated payment amount to that individual. See Declaration of Lesly Rubalcava ("Rubalcava Decl.")
3 ¶ 7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized
4 by the Court in its Preliminary Approval Order. Significantly, there have been no objections and no
5 requests to opt-out. Rubalcava Decl. ¶¶ 11-12. As such, the entire Class (100%) will participate in the
6 Settlement and will be sent a settlement check. *See* Rubalcava Decl. at ¶¶ 14-16.

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

15
16 6. Procedural History of the Litigation

17 (a) On October 22, 2021, Plaintiff filed with the LWDA and served on Defendant a notice under
18 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
19 behalf of Aggrieved Employees for various Labor Code violations. A true and correct copy of this
20 PAGA Notice is attached hereto as Exhibit #4. On February 24, 2022, Plaintiff filed a separate
21 Representative Action Complaint against Defendant in the Superior Court of the State of California,
22 County of Los Angeles. (Plaintiff's "PAGA Action") Plaintiff's Complaint against Defendant alleged
23 one cause of action for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor
24 Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197,
25 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

26 (b) On January 14, 2022, Plaintiff commenced this Action by filing a Complaint against
27 Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff's Complaint
28 asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code

1 §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194,
2 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510;(4) failure to
3 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
4 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse
5 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide
6 accurate itemized wage statements in violation of California Labor Code § 226; and, (8) failure to
7 provide wages when due in violation of California Labor Code §§ 201, 202 and 203. (the “Action”).
8 Plaintiff also alleged a cause of action for wrongful termination in his individual capacity only.

9 (c) On part of this Agreement, the Parties agreed to stipulate to leave for Plaintiff to file a First
10 Amended Complaint in the first-filed Class Action that adds the claims alleged in the PAGA Action,
11 and thereafter dismiss the separate PAGA Action without prejudice. Plaintiff's First Amended Complaint
12 was filed on April 25, 2023 and is referred to as the “Operative Complaint”. Defendant denies the
13 allegations in the Operative Complaint, denies any failure to comply with the laws identified in the
14 Operative Complaint and denies any and all liability for the causes of action alleged.

15 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
16 including production of documents, class data, and other information, allowing for the full and complete
17 analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery,
18 which included the production and analysis of hundreds of pages of documents. The information for
19 mediation obtained by Plaintiff included: (1) data concerning the composition of the class; (2) payroll
20 data for the entire Class and time punch data covering the Class for the period of 12/16/2019 to
21 1/13/2023; (3) Defendant's wage and hour policies and job descriptions; (4) the employment file for the
22 Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
23 the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the
24 valuations of the claims for the Class.

25 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
26 California. The Parties have vigorously litigated the Action since inception. During the course of
27 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
28 Defendant have engaged in substantial research and investigation in connection with the Action. Class

1 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and
2 utilized an expert to perform an analysis of the data and valuation of the claims.

3 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
4 to mediation, the Parties engaged in the above investigation and the exchange of documents and
5 information in connection with the Action. On March 16, 2022, the Parties participated in an all-day
6 mediation presided over by Jeffrey Krivis, a respected and experienced mediator of wage and hour class
7 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
8 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
9 understanding. The Parties then negotiated the final terms of the settlement as set forth in the
10 Agreement. At all times, the negotiations were arm's length and contentious.

11 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
12 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
13 than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
14 among other things, that it has properly compensated the Class Members and complied at all times with
15 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
16 Defendant contends that class certification is inappropriate for any reason other than for settlement.
17 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends that
18 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
19 certification. Without admitting that class certification is proper, Defendant has stipulated that the above
20 Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The Parties agree that
21 certification for settlement purposes is not an admission that class certification is proper. Further, the
22 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
23 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
24 requisites for establishing class certification with respect to the Class are satisfied.

25 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
26 Over the course of over one year, Class Counsel diligently evaluated the Class Members' claims against
27 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
28 access to necessary information for the Class. In addition, Class Counsel has previously negotiated

1 settlements with other employers in actions involving nearly identical issues and analogous defenses.
2 Based on the informal discovery and their own independent investigation, evaluation and experience,
3 Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
4 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
5 circumstances, including the risk of significant delay, the risk that the claims would not be allowed to
6 proceed on a class or representative basis, the defenses asserted by Defendant, and potential appellate
7 issues.

8
9 7. History of Settlement Discussions

10 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
11 before a well-respected mediator. Defendant has expressly denied and continue to deny any
12 wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
13 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
14 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
15 has previously litigated similar claims against other employers.

16 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, Esq., a respected
17 mediator of wage and hour class actions, in order to reach this Settlement. In preparation for the
18 mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment data and other
19 information regarding the Class Members, various internal documents, and other compensation and
20 employment-related materials. Class Counsel analyzed the data with the assistance of damages expert
21 Berger Consulting and prepared and submitted a mediation brief to the mediator. Following this all-day
22 mediation, the Parties agreed to this Settlement which was memorialized in the form of a Memorandum
23 of Understanding.

24 (c) From March 2023 to July 2023, the settlement agreement and exhibits thereto were
25 finalized and executed. On November 6, 2023, Plaintiff filed his Motion for Preliminary Approval of
26 Class Settlement. The Court issued a tentative ruling, which requested revisions to the Agreement. On
27 November 30, 2023, Class Counsel submitted a Supplemental Declaration which attached a revised
28 Agreement that addressed the Court's concerns. On December 8, 2023, the Court issued its Order

1 granting preliminary approved of the settlement as fair and reasonable to the Class.

2 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
3 my judgment as experienced Class Counsel, this Settlement should be finally approved.

4
5 8. The outcome of this case would have been uncertain and fraught with risks.

6 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of
7 the Plaintiff and the other Class Members. Defendant maintains that its practices complied with all
8 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
9 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends
10 that its meal and rest period policies and practices provide Class Members with meal and rest periods
11 that satisfy the requirements of California law. As to expense reimbursement, Defendant maintains that
12 it did not fail to provide reimbursement for necessary business expenses because, among other things,
13 employees are not required to use their personal cell phones to perform their work. Defendant maintains
14 that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v.*
15 *Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85
16 (2021), weakened Plaintiff's claims in terms of liability and value, and preclude his claim from
17 proceeding on a class or representative basis. Defendant also maintains that a good faith dispute and
18 absence of willfulness would negate the claims for waiting time penalties and/or failure to provide
19 accurate itemized wage statements. If successful, Defendant's defenses could eliminate or substantially
20 reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome,
21 Defendant maintains its defenses have merit and therefore present a serious risk to recovery by the
22 Class.

23 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
24 to obtain class certification and thereby not recover on behalf of any employees other than himself.
25 Defendant argued that the individual experience of each putative class member varied with respect to
26 the claims, which would preclude the claims from proceeding on a class or representative basis. For
27 instance, Plaintiff's meal and rest period claims would require individualized inquiries into whether each
28 employee took a compliant meal or rest period on a given shift and, if not, why; and Plaintiff's

1 off-the-clock claims would require individualized inquiries into whether each employee ever performed
2 off-the-clock work and, if so, why. Plaintiff is aware of other cases where class certification of similar
3 claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019) (denying certification
4 of rest break claims). Finally, even if class certification was successful, as demonstrated by the
5 California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59 Cal. 4th 1 (2014),
6 there are significant hurdles to overcome for a class-wide recovery even where a class has been certified.
7 While other cases have approved class certification of wage and hour claims, class certification in this
8 Action would have been hotly disputed and was by no means a foregone conclusion.

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

24 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
25 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
26 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
27 to the value of the claims. Based upon 77 Class Members who collectively worked 12,097 weeks, the
28 Gross Settlement Amount provides a value of \$7,142 per Class Member and \$45 per work week and the

1 Net Settlement Amount provides an average recovery of \$4,276.62 per Class Member and a recovery
2 of \$27.22 per work week. The 25% allocation of the PAGA Penalties will be distributed to the 63
3 Aggrieved Employees who worked 2,568 pay periods during the PAGA Period, resulting in an average
4 Individual PAGA Payment of \$20.16 per Aggrieved Employee and \$0.49 per PAGA Pay Period. The
5 calculations to compensate for the amount due to the Class Members at the time the Settlement was
6 negotiated were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class
7 Counsel analyzed the data for putative class members and determined the potential maximum damages
8 for the class claims. For the Class, the maximum value of the claim for unpaid wages due to the alleged
9 miscalculation of the regular rate for overtime and sick pay was \$10,286, the maximum value of the
10 claim for unpaid wages due to alleged off-the-clock work for COVID checks of 5 minutes for every
11 shift after March 2020 was \$194,254, the maximum potential damages for alleged meal period violations
12 were estimated to be \$210,508 based upon a 13% violation rate, the maximum potential damages for
13 alleged rest period violations were estimated to be \$221,085 based upon the same 13% violation rate,
14 and the maximum potential damages for the alleged failure to reimburse business expenses of \$5 in
15 personal cell phone per month were calculated to be \$13,861. In total, the damages for the Class were
16 calculated to have a maximum potential total value of \$649,994. In addition, Plaintiff calculated that
17 the maximum value of the potential waiting time penalties were \$294,699, and the maximum value of
18 the potential wage statement penalties were \$187,050.¹ Consequently, the Gross Settlement Amount
19 represents more than 84% of Plaintiff's calculation of the potential maximum damages at issue for the
20 Class in this case and more than 48% of the combination of the maximum damages and maximum
21 statutory penalties for the Class, assuming these amounts could all be proven in full at trial.² Given the

23 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
24 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
25 asserted by Defendant, including but not limited to, a good-faith dispute defense as to whether any
26 premium wages for meal or rest periods or other wages were owed given Defendant's position that
27 Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal.
28 App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have
a good faith dispute as to whether and when the wages were due.").

² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
PAGA claim in this discussion of the class claim valuation. The PAGA claim is addressed in the Decl.

1 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
2 certainly fair and reasonable.³

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. The maximum and average class member allocation
6 (in addition to their Individual PAGA Payment) are \$7,707.80 and \$4,276.62, respectively. *See*
7 Rubalcava Decl. ¶16. Given the complexities of this case, the defenses, along with the uncertainties of
8 proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally
9 approved.

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

15
16 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

17 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And**
18 **Should Be Enforced**

19 (a) Class Counsel successfully negotiated a class action settlement which provides for a
20 common fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Fifty
21 Thousand Dollars (\$550,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties

22
23 Nordrehaug at ¶ 33 filed in support of Plaintiff's Motion for Preliminary Approval.

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

1 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the
2 Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully
3 requests approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross
4 Settlement Amount.

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

12 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
13 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
14 counsel for each of the parties as part of the Settlement.

15
16 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
17 Created for the Benefit of the Class

18 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
19 of the Gross Settlement Amount of \$550,000, which equals \$181,500 for attorneys' fees. As part of
20 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
21 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$20,000. Finally,
22 Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in the
23 amount of \$10,000, as his service award under the Agreement.

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

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

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

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

23 (f) The Settlement was possible only because Class Counsel was able to convince Defendant
24 that Plaintiff could potentially prevail on the contested issues regarding liability, maintain class
25 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be.
26 In successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and
27 hour and class action litigation. The high quality of the Class Counsel's work in this case was mandated
28 by the vigorous defense presented by counsel for Defendant. Over the last years of litigation, Class

1 Counsel was required to invest substantial time and resources in investigation, litigation, the
2 determination of potential damages and communicating with and responding to opposing counsel's and
3 class members' requests and inquiries.

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

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

19 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
20 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
21 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$181,500
22 is also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous**
23 **billing records for Class Counsel evidence that through April 25, 2024, Class Counsel's total**
24 **lodestar is \$138,620.00**, with significant additional fees still to be incurred to complete final approval
25 and the settlement process. The requested fee award is therefore currently equivalent to Class Counsel's
26 total lodestar with a reasonable multiplier of 1.3, and there will be additional lodestar incurred by Class
27 Counsel to complete the settlement process and manage the settlement distribution and reports. Such
28

1 a multiplier is well below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴
2 As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and
3 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
4 conclude that the requested award is fair and reasonable and is justified under California law.⁵

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

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

17
18 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
19 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
20 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
21 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
22 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
23 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
24 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
25 multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
26 Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

27 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
28 have been approved by Court's throughout California, including the Courts in the Superior Court of
California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
comparing such rates with the rates of comparable counsel practicing complex and class litigation as
detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
MFG., LLC, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of
California.).

1 Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel
2 a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global*
3 *Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded
4 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*
5 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class
6 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*
7 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
8 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon*
9 *v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David
10 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
11 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
12 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
13 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer
14 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in
15 *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge
16 Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in
17 *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338),
18 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
19 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case
20 No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award
21 in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
22 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third
23 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage*
24 *and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third
25 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM*
26 *Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice
27 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing*
28 *v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard

1 B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2,
2 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge
3 Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20,
4 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No.
5 CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement,
6 On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No.
7 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class
8 settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case
9 No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
10 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
11 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
12 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
13 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
14 class settlement.

15 12. **The contemporaneous billing records for Class Counsel evidence that through April**
16 **25, 2024, Class Counsel's total lodestar is \$138,620.00**, with significant additional fees still to be
17 incurred to complete final approval and the settlement process. From October 22, 2021 to April 25,
18 2024, my firm worked on this matter for over 186 hours, with hourly rates for attorneys ranging from
19 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of **\$138,620.00**. The
20 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
21 multiplier of 1.3, and there will be additional lodestar incurred by Class Counsel to complete the
22 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
23 fees and the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁶ In
24 addition, Class Counsel will be performing significant additional work that is not included in this
25 lodestar amount, including finalizing the final approval motion, attending the hearing on final approval,
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27
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to April 25, 2024.

1 and monitoring completion of the settlement process. I expect this additional work will result in
2 \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing
3 rates of attorneys in the local legal community for similar work and, if this were a commercial matter,
4 these are the charges that would be made and presented to the client. My firm's hourly rates are based
5 upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true
6 and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have
7 been approved by Court's throughout California, including the Courts in the Superior Court of
8 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
9 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
10 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
11 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
12 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
13 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
14 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
15 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern
16 District of California.) This survey is useful to show that Class Counsel's rates are in line with the
17 comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown
18 noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
19 example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by
20 Class Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
21 Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners
22 and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are
23 less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award
24 as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier
25 of 1.3 which will be even less by the completion of the settlement. This is below the multipliers
26 approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier
27 cross-check.

1 Litigation Expenses

2 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
3 Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel requests
4 reimbursement for incurred litigation expenses and costs in the amount of \$17,450.92, Class Counsel
5 have incurred \$17,450.92, based upon counsel’s billing records; therefore, this requested amount is less
6 than the expense allocation of \$20,000 in the Agreement, so the difference will remain in the Net
7 Settlement Amount for distribution to the Class. These litigation expenses include the expenses incurred
8 for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges
9 (Knox, OneLegal), electronic service charges (CaseAnywhere), and appearance fees, all of which are
10 costs normally billed to and paid by the client.⁷ These costs were reasonably incurred in the prosecution
11 of the Action.

12
13 Service Award

14 14. For his service as the only class representative, Plaintiff should be awarded the agreed
15 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
16 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
17 payment and there have been no objections to the requested service award. The declaration of Plaintiff
18 in support of this request is attached hereto as Exhibit #6. As the sole representative of the Class,
19 Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked extensively
20 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
21 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
22 Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
23 the class release. The declaration of Plaintiff details the involvement, stress and risks he undertook as
24 a result of this Action. The Plaintiff also assumed the serious risk that he might possibly be liable for

25
26 ⁷ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future
2 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff’s
3 participation, cooperation and information, no other employees would be receiving any benefit. The
4 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
5 is well within the currently awarded range for similar settlements. The requested award is also
6 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
7 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas.
8 (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian*
9 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class
10 member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
11 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
12 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
13 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
14 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case
15 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
16 *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
17 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
18 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award);
19 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
20 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*, Case
21 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
22 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los
23 Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann*
24 *Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding
25 \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles
26 County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health*
27 *Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding
28 \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los

1 Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut*
2 *Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000
3 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
4 Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation
5 for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County
6 Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*,
7 Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service
8 award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
9 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case
10 No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement
11 award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County
12 Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health*
13 *Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000
14 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court
15 (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No.
16 EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v.*
17 *Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6,
18 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx
19 (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case
20 No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
21 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
22 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
23 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett*
24 *v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior
25 Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara
26 Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC*
27 *- The Industrial Complanly*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
28 1, 2018) (awarding \$10,000 service award).

1 15. The requested service awards are also reasonable in light of the reputational risk that
2 Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future
3 employment prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is
4 searchable on the internet and may become known to prospective employers when evaluating" his for
5 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
6 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
7 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
8 exists that allows employers to run extensive background searches on potential employees. Companies
9 who provide these services specifically highlight the fact that their services allows employers to weed
10 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
11 whether a prospective employee is likely to sue" the employer, through background checks and other
12 means, to screen out these employees.⁸ Onicra Credit Rating Agency states: "Background screening
13 has become a necessity in today's litigious society." Back Track Screening also represents: "In today's
14 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁹
15 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
16 extremely competitive and highly litigious, conducting pre employment background checks has become
17 a necessity."¹⁰

18 16. As a result, Class Counsel respectfully requests approval of the application for award of
19 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
20 expenses in the amount of \$17,450.92, and approval of the requested service award to the Plaintiff.

21 17. In accordance with California Rules of Court, rule 3.769, I make the following
22 disclosure. The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal
23 Nordrehaug Bhowmik De Blouw LLP.

25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ [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/).

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of April 2024, at San Diego, California.

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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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);

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Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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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).);

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Andrew King (“Plaintiff”) and defendant Day Management Corporation (dba) Day Wireless Systems (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” collectively means the Plaintiff’s lawsuits alleging wage and hour violations against Defendant captioned: (1) *Andrew King v. Day Management Corporation (dba) Day Wireless Systems*, Case No. 22STCV01620; initiated on January 14, 2022 and pending in Superior Court of the State of California, County of Los Angeles; and (2) *Andrew King v. Day Management Corporation (dba) Day Wireless Systems*, Case No. 22BBCV00123, initiated on February 24, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche 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 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).
- 1.13. “Class Period” means the period of time from January 14, 2018 through the earlier of the date of an order approving Plaintiffs motion for preliminary approval, or June 1, 2023.
- 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 Los Angeles.
- 1.17. “Defendant” means Day Management Corporation dba Day Wireless Systems,.

- 1.18. "Defense Counsel means Timothy M. Keegan of Ogletree Deakins, 15 W. South Temple, Suite 950, Salt Lake City, Utah 84101, 801-658-6002, tim.keegan@ogletree.com.
- 1.19. "Effective Date" means the date when both of the following have occurred (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "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 Five Hundred Fifty Thousand Dollars (\$550,000) 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. 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 each 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 each 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.
- 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. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 24, 2021 through the earlier of the date of an order approving Plaintiffs' motion for preliminary approval, or June 1, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s October 22, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Andrew King, the named plaintiff in the Action.
- 1.37. “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.
- 1.38. “Released Class Claims” means all class claims that were alleged, or reasonably could have been alleged, based factual allegations in the Operative Complaint which occurred

during the Class Period which does not include the alleged eighth cause of action for wrongful termination. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or Class claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vest benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security and worker's compensation, and/or PAGA claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and each of its current and former subsidiaries, parents, affiliated entities, managing agents, servants, consultants, agents, directors, officers, shareholders, independent contractors, representatives, partners, insurance carriers and attorneys (and their servants, agents, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, or parents), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns.
- 1.41. "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.
- 1.42. "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.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "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

Plaintiff's Class Action

2.1. On January 14, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (Plaintiff's "Class Action"). Plaintiff's Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to 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 provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Wrongfully terminated Plaintiff in violation of public policy.¹

Plaintiff's PAGA Action

2.2. On February 24, 2022, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. (Plaintiff's "PAGA Action") Plaintiff's Complaint against Defendant alleged one cause of action for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B).

2.3. On May 12, 2022, Defendant filed and Answer to Plaintiff's Representative Action Complaint, asserting twenty-eight (28) affirmative defenses.

¹ Plaintiff's eighth cause of action from wrongful termination was brought by Plaintiff in his individual capacity only, whereas the other seven causes of action were brought by Plaintiff on a class-wide basis. As referenced in this Agreement, Plaintiff is separately settling his individual claim for wrongful termination which is memorialized in a separate settlement agreement.

Consolidation/Pleading Amendment

- 2.4. As part of this Agreement, the Parties agreed to stipulate to leave for Plaintiff to file a First Amended Complaint in the first-filed Class Action that adds the claims alleged in the PAGA Action, and thereafter dismiss the separate PAGA Action without prejudice. Plaintiff's First Amended Complaint was filed on April 25, 2023. The First Amended Complaint in the Class Action is the operative complaint in the Action (the "Operative Complaint").
- 2.5. 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.

Mediation and Settlement

- 2.6. On March 16, 2023, the Parties participated in an all-day mediation presided over by Jeffrey Krivis, Esq., 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.
- 2.7. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$550,000 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, individual settlement amount detailed in a separately individual settlement agreement, 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 \$181,500, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. 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 \$5,000 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 \$5,000, 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 \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) 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 (\$1,250) 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. 25% 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. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 77 Class Members who collectively worked a total of 11,000 Workweeks, and 68 Aggrieved Employees who worked a total of 4,451 PAGA Pay Periods.
- 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 no later than 15 days after the Effective Date.

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 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

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

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

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

(b) Plaintiff represents that he has additional individual claims against Defendant. Plaintiff is separately settling these individual claims. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of his individual non-wage-related claims. The individual settlement paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in individual long-form settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

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 the Released PAGA Claims.

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

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, 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 and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice 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 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a

Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise 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 set forth in paragraph 4.1 above increase by more than 10% by June 1, 2023, or 12,100 workweeks, Defendant will have the option to either a) increase the gross settlement proportionally based on the number of workweeks that exceed 12,100, or b) to shorten the release period so that the release period ends on the date that the number of workweeks reached 12,100.

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, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

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

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)

addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, 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. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity 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:

Timothy M. Keegan
Ogletree Deakins
15 W. South Temple, Suite 950
Salt Lake City, Utah 84101
Tel.: (801) 658-6002
Email: tim.keegan@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 a period of not less than one (1) year starting from the date of the signing of the MOU 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: Nov 16, 2023

Andrew S King
Andrew S King (Nov 16, 2023 12:34 EST)
 Plaintiff Andrew King

Dated: 11/28/23

DocuSigned by:
Shane Bridges
6ED0553BBCC446C...
 Shane Bridges, Chief Financial Officer[name]
 For Defendant
 Day Management Corporation (dba) Day Wireless Systems

Dated: 11/16/23

Kyle Nordrehaug
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 Attorney for Plaintiff

Dated: 11/28/23

DocuSigned by:
Timothy M. Keegan
FB846407904C4D0...
 Timothy M. Keegan
 Ogletree Deakins Nash Smoak & Steward PC
 Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***King v. Day Management Corporation, Superior Court of the State of California,
County of Los Angeles, Case No. 22STCV01620***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Day Management Corporation (dba) Day Wireless Systems (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Andrew King (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (January 14, 2018 through June 1, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by one or more Defendant in California who were classified as non-exempt employees and who worked during the PAGA Period (February 24, 2021 through June 1, 2023) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

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

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

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

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

Written Objections Must be Submitted by the Response Deadline _____	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 17 before Judge Maren E. Nelson. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff Andrew King is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”).

Defendant denies that is has done anything wrong and disputes all the claims in the Action.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Fifty Thousand Dollars (\$550,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall 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 no later than 15 days after the Effective Date. The “Effective Date” means the date the Judgment is entered unless there are objections in which case the “Effective Date” means when the Judgment is no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$6,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$181,500, 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 to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing. Plaintiff is also receiving a separate payment of \$25,000, to be separately paid by Defendant (and not from this Settlement) for the resolution of his wrongful termination claims.
- PAGA Penalties. A payment of \$5,000 relating to Plaintiff's claim under PAGA, \$3,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$1,250 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) 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. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 24, 2021 through June 1, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$327,500. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

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

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

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

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary

to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all class claims that were alleged, or reasonably could have been alleged, based on factual allegations in the Operative Complaint which occurred during the Class Period which does not include the alleged eighth cause of action for wrongful termination. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and/or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vest benefits, wrongful termination, violation of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability, social security and worker's compensation, and/or PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its current and former subsidiaries, parents, affiliated entities, managing agents, servants, consultants, agents, directors, officers, shareholders, independent contractors, representatives, partners, insurance carriers and attorneys (and their servants, agents, directors, officers, independent contractors, representatives, consultants, insurance carriers and attorneys of any such subsidiaries, or parents), and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns.

5. How much will my payment be?

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

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (January 14, 2018 through June 1, 2023).

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

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (February 24, 2021 through June 1, 2023). Based on this information your estimated Individual PAGA Payment is <<_____>>.

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

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

6. How can I get a payment?

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

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

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

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

Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties amount is \$5,000, of which \$1,250 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *King v. Day Management Corporation* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *King v. Day Management Corporation*, Case No. 22STCV01620. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *King v. Day Management Corporation* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV01620.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *King v. Day Management Corporation*, Case No. 22STCV01620, and include your name, current

address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Timothy M. Keegan
Ogletree Deakins
15 W. South Temple, Suite 950
Salt Lake City, Utah 84101

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Maren E. Nelson. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure

at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *King v. Day Management Corporation*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV01620.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *King v. Day Management Corporation* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *King v. Day Management Corporation*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV01620. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANDREW KING, on behalf of himself, and
on behalf of all persons similarly situated,

Plaintiff,

vs.

DAY MANAGEMENT CORPORATION
(DBA) DAY WIRELESS SYSTEMS, a
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 22STCV01620

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Maren E. Nelson
Dept: SS-17

Date Filed: January 14, 2022
Trial Date: Not set

This matter came before the Honorable Maren E. Nelson of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiff Andrew King ("Plaintiff") for preliminary approval of the Settlement with Defendant Day Management Corporation (dba) Day Wireless Systems

PRELIMINARY APPROVAL ORDER

1 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
2 presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
3 Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is Five Hundred Fifty
15 Thousand Dollars (\$550,000). It appears to the Court on a preliminary basis that the settlement
16 amount and terms are fair, adequate and reasonable as to all potential Class Members when
17 balanced against the probable outcome of further litigation and the significant risks relating to
18 certification, liability and damages issues. It further appears that investigation and research have
19 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
20 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
21 by all Parties, as well as avoid the delay and risks that would be presented by the further
22 prosecution of the Action. It further appears that the Settlement has been reached as the result of
23 serious and non-collusive, arm’s-length negotiations.

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

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

9 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who were employed by Defendant in California and classified as a non-exempt
14 employee at any time during the Class Period." The "Class Period" is January 14, 2018 through
15 June 1, 2023.

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

26 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
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1 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
2 Bhowmik De Blouw LLP as Class Counsel for the Class.

3 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
4 Amount of \$5,000, which shall be allocated \$3,750 to the Labor & Workforce Development
5 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$1,250 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who are or previously were employed by one or more Defendant in
8 California who were classified as non-exempt employees and who worked during the PAGA
9 Period (February 24, 2021 through June 1, 2023). Pursuant to Labor Code section 2699,
10 subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
11 terms. The Court finds the PAGA Penalties to be reasonable.

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

25 11. The Court hereby appoints _____ as the Administrator. No later than
26 fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator. The
27 Administrator will perform address updates and verifications as necessary prior to the first
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1 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
2 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
3 Class Members via first-class regular U.S. Mail to their last known address.

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

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

1 14. A final approval hearing shall be held before this Court on _____
2 _____ at _____ in Department 17 at the Spring Street Courthouse of the Los
3 Angeles County Superior Court to hear the motion for final approval and the motion for attorneys'
4 fees and costs, and to determine all necessary matters concerning the Settlement, including:
5 whether the proposed settlement of the Action on the terms and conditions provided for in the
6 Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether
7 the Final Approval Order and Judgment should be entered herein; whether the plan of allocation
8 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
9 Members; and to finally approve attorneys' fees and costs, service award, and the fees and
10 expenses of the Administrator. All papers in support of the motion for final approval and the
11 motion for attorneys' fees, costs and service award shall be filed with the Court and served on all
12 counsel no later than sixteen (16) court days before the hearing and both motions shall be heard at
13 this final approval hearing.

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

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

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

13 **IT IS SO ORDERED.**

14 Dated: _____

15 _____
16 HON. MAREN E. NELSON
17 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANDREW KING, on behalf of himself, and
on behalf of all persons similarly situated,

Plaintiff,

vs.

DAY MANAGEMENT CORPORATION
(DBA) DAY WIRELESS SYSTEMS, a
Corporation, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 22STCV01620

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Maren E. Nelson
Dept: SS-17

Date Filed: January 14, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Andrew King (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Day
3 Management Corporation (dba) Day Wireless Systems (“Defendant”), attorneys’ fees and costs,
4 service payment, and the expenses of the Administrator duly came on for hearing on
5 _____ before the Honorable Maren E. Nelson.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Fifty Thousand
16 Dollars (\$550,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ 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 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

22 **Class Representative Service Payment**

23 12. The Agreement provides for a 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 \$_____ to the Plaintiff is reasonable in
26 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

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

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

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

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

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

13 7. The PAGA Penalties of \$5,000 is approved and is to be distributed in accordance
14 with the Agreement.

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

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

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

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

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

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

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

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

26 4. Effective on the date when Defendant fully funds the entire Gross Settlement
27 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
28

1 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
2 release claims against all Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class
6 Claims” are all class claims that were alleged, or reasonably could have been alleged, based
7 factual allegations in the Operative Complaint which occurred during the Class Period which does
8 not include the alleged eighth cause of action for wrongful termination. Except as expressly set
9 forth in this Agreement, Participating Class Members do not release any other claims, including
10 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, social security, workers’ compensation, and/or Class
12 claims based on facts occurring outside the Class Period.

13 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
14 of themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
16 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
17 could have been alleged, based on the factual allegations in the Operative Complaint and the
18 PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not
19 include other PAGA claims, underlying wage and hour claims, claims for vest benefits, wrongful
20 termination, violation of the Fair Employment and Housing Act, discrimination, unemployment
21 insurance, disability, social security and worker’s compensation, and/or PAGA claims outside of
22 the PAGA Period.

23 (c) Plaintiff and his or her respective former and present spouses,
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
25 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
26 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
27 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
28

1 that were, or reasonably could have been, alleged based on facts contained in the Operative
2 Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release") as fully set forth in the Agreement.

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

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

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

14
15 Dated: _____

16
17 _____
HON. MAREN E. NELSON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

BLUMENTHAL NORDREHAUG

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

APRIL 25, 2024

ANDREW KING

RE: DAY MANAGEMENT CORPORATION
FILE NUMBER: CA2509.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/22/21	JH	REVIEW COMPLAINT AND PAGA LETTER; ASSESS CLAIMS; REVIEW DOCS IN FILE; CREATE EXHIBIT BOOK	2.50	750	1,875.00
12/23/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
12/28/21	SB	REVISE COMPLAINT FOR FILING, ADVANCE ND	2.40	450	1,080.00
01/12/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
01/12/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
01/13/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT FOR NEXT DAY FILING	2.50	675	1,687.50
01/14/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET; ADDENDUM/STATEMENT OF LOCATION; RESEARCH RE LOCATION OF INCIDENT RE ADDENDUM	0.50	675	337.50
01/14/22	RE	FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.60	675	405.00
01/14/22	RE	REVIEW COURT-RETURNED DOCUMENTS RE CLASS ACTION; REVIEW NOTICE OF ASSIGNMENT; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MANAGEMENT CONFERENCE			
01/14/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.75	675	2,531.25
02/23/22	RE	REVIEW, EDIT & FINALIZE PAGA ONLY COMPLAINT DRAFT FOR NEXT DAY FILING	0.50	675	337.50
02/23/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION RE PAGA ONLY ACTION	0.50	675	337.50
02/24/22	RE	REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; FILE IN L.A. COUNTY SUP. CT.	0.75	675	506.25
02/24/22	RE	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
02/24/22	RE	PROVIDE NOTICE TO LWDA OF PAGA FILING; UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
02/25/22	JH	REVIEW CASE NOTES AND FILED COMPLAINT; ADVISE HD RE INITIAL DISCOVERY REQUESTS	0.50	750	375.00
03/06/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX RE CLASS ACTION MATTER	0.75	675	506.25
03/14/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
03/22/22	JH	REVIEW FILE AND CASE NOTES; REVIEW AND REVISE DRAFT WRITTEN DISCOVERY REQUESTS TO DEFENDANT; ADVISE TEAM	2.50	750	1,875.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/04/22	SP	REVEIWED AND ANALYZED CASE FILE INCLUDING PRIOR PLEDINGS, CASE NOTES AND COURT ORDERS. DRAFTED STATUS CONFERENCE STATEMENT.	2.10	675	1,417.50
04/05/22	SP	PREPARED FINAL STATUS CONFERENCE STATEMENT FOR SERVICE AND FILING. FILED STATUS CONFERENCE STATEMENT.	1.10	675	742.50
04/06/22	JH	REVIEW/ANALYZE ISC STMT	0.30	750	225.00
04/12/22	JH	DISCUSS WITH SP INITIAL CMC AND CALL WITH DEFENSE COUNSEL	0.40	750	300.00
04/12/22	SP	PREPARED AND APPEARED FOR HEAING. DRAFTED INTERNAL EMAIL WITH RESULTS OF HEAINT. DRAFTED NOTICE OF RULING. MET AND CONFERRED WITH DEFENSE COUNSEL. SENT FOLLOW UP EMAIL TO DEFENSE COUNSEL WITH SERVICE OF NOTICE OF RULING.	2.20	675	1,485.00
04/12/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
04/20/22	RE	FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
04/26/22	JH	FURTHER REVIEW AND REVISE PLAINTIFF'S DRAFT DISCOVERY REQUESTS (SET ONE) TO BE SERVED	1.50	750	1,125.00
05/13/22	JH	REVIEW/ANALYZE DEFENDANT'S ANSWER; ASSESS CLAIMS	0.50	750	375.00
05/31/22	JH	REVIEW FILE AND DOCKET; CORRESPONDENCE WITH DEFENSE COUNSEL RE ANSWER AND ISC; DRAFT JOINT INITIAL STATUS CONFERENCE REPORT AND CIRCULATE TO DEFENDANT; MEET AND CONFER WITH DEFENSE	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COUNSEL FOR ISC			
06/06/22	JH	CALL FROM DEFENSE COUNSEL RE DISCOVERY; ADVISE TEAM	0.50	750	375.00
06/09/22	JH	REVIEW FILE; ADVISE SP RE INITIAL STATUS CONFERENCE	0.50	750	375.00
		<u>TOTAL BILLED HOURS</u>			
JEFF HERMAN		11.20 hr @ 750.00	\$	8,400.00	
RICO EHMANN		15.95 hr @ 675.00	\$	10,766.25	
SCOTT BLUMENTHAL		5.20 hr @ 450.00	\$	2,340.00	
SERGIO PUCHE		5.40 hr @ 675.00	\$	3,645.00	
		TOTAL PROFESSIONAL SERVICES	37.75		<u>\$ 25,151.25</u>
		COSTS ADVANCED			
10/22/21		PAGA FILING FEE			75.00
01/14/22		FILING FEE/ONELEGAL FEE			1,494.01
02/24/22		ONELEGAL/COURT FILING FEE			464.51
03/06/22		ONELEGAL/COURT FILING FEE			8.80
03/15/22		ONELEGAL/COURT FILING FEE			17.19
03/16/22		ONELEGAL/COURT FILING FEE			41.95
03/31/22		KNOX ATTORNEY SERVICES			177.95
04/30/22		MESSENGER - KNOX			<u>158.75</u>
		TOTAL COSTS ADVANCED			<u>\$ 2,438.16</u>
		TOTAL CURRENT CHARGES			<u>\$ 27,589.41</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/25/2024
Due On: 05/25/2024

Andrew King
1924 N Edison Blvd.
Burbank, CA 91505

CA2509

Day Management Corporation (DBA) Day Wireless Systems

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/15/2022	Discuss with SP re initial CMC; advise	0.50	\$750.00	\$375.00
Service	06/21/2022	Assess matter in light of Viking River; discuss with AJB; advise SP	0.40	\$750.00	\$300.00
Service	06/23/2022	Review and Analyze: Review file and docket in PAGA action; assess claims and send correspondence to defense counsel re meet and confer requirements for initial CMC; meet and confer call with defense counsel	1.00	\$750.00	\$750.00
Service	06/27/2022	Correspondence with Opposing Counsel: F/u correspondence with defense counsel re discovery	0.40	\$750.00	\$300.00
Service	06/28/2022	Correspondence with Opposing Counsel: F/u correspondence with defense counsel re mediation; discuss with AJB	0.40	\$750.00	\$300.00
Service	07/08/2022	Draft: Review file and correspondence with Defendant; draft CMC stmt	0.50	\$750.00	\$375.00
Service	07/13/2022	Correspondence with Opposing Counsel: Additional correspondence with defense counsel re arbitration; confirm dates with mediator; provide mediator with case info	0.60	\$750.00	\$450.00
Service	07/25/2022	Prepared and appeared for CMC. Drafted Update for file.	1.40	\$675.00	\$945.00
Service	07/28/2022	Review and analyze pleadings, orders, case notes and	2.50	\$675.00	\$1,687.50

		documents. Draft Mediation data request. Send to AJB for approval.			
Service	07/28/2022	Communication with opposing Counsel.	0.30	\$675.00	\$202.50
Service	08/02/2022	Review and revise Defendant's mediation data request	0.40	\$750.00	\$300.00
Service	08/02/2022	Communication with AJB re mediation data request. Finalize and serve Mediation Data Request.	1.10	\$675.00	\$742.50
Service	10/03/2022	Reviewed case file and calendar in anticipation of Status Conference Statement.	0.20	\$675.00	\$135.00
Service	10/11/2022	Review file and docket; draft joint report and circulate to defense counsel	0.60	\$750.00	\$450.00
Service	10/20/2022	Prepare and appear for Status Conference; prepare notice of ruling; advise team	1.00	\$750.00	\$750.00
Service	01/24/2023	Reviewed case file and updated hearing calendar.	0.40	\$675.00	\$270.00
Service	01/30/2023	Reviewed correspondence, case file and pleadings. Sent correspondence to Counsel re: Mediation Data Request.	1.50	\$675.00	\$1,012.50
Service	02/10/2023	Review/analyze Defendant's first mediation data production	1.50	\$750.00	\$1,125.00
Service	03/02/2023	Review/analyze Defendant's mediation data production	1.00	\$750.00	\$750.00
Service	03/06/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	03/07/2023	Advise SP re prevailing wage laws and related claims in the matter	0.50	\$750.00	\$375.00
Service	03/08/2023	Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	03/09/2023	Correspondence from defense counsel re updated class data; updated case notes; analyze draft mediation brief and advise team	0.80	\$750.00	\$600.00
Service	03/09/2023	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	03/10/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	03/14/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	03/16/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	03/16/2023	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
Service	03/17/2023	Discuss mediation with AJB; review mediation notes and mediator's proposal	1.00	\$750.00	\$750.00

Service	03/22/2023	Review acceptance by all parties of mediator's proposal; review draft MOU	0.50	\$750.00	\$375.00
Service	03/23/2023	Review draft MOU, analyze. Advise AJ re settlement issues.	1.25	\$995.00	\$1,243.75
Service	03/24/2023	Review/analyze Defendants' revisions to MOU	0.40	\$750.00	\$300.00
Service	03/29/2023	Review file; draft joint status report and circulate to Defendant for review	0.40	\$750.00	\$300.00
Service	04/03/2023	Review final MOU; advise team re filing of consolidated complaint	0.50	\$750.00	\$375.00
Service	04/03/2023	Review final MOU and emails; advise staff on procedures	0.50	\$950.00	\$475.00
Service	04/04/2023	Reviewed Class Action Complaint, PAGA Complaint, case notes, orders, and MOU. Drafted Consolidated Complaint. Discussed MOU with NJD and advised Partners of MOU.	3.90	\$675.00	\$2,632.50
Service	04/05/2023	Review/revise draft FAC; advise SP and discuss with ND	0.70	\$750.00	\$525.00
Service	04/11/2023	Reviewed MOU, case notes, Class and PAGA complaint. Finalized First Amended Consolidated complaint. Created redline compare document. Reviewed and revised stipulation for leave to file First Amended Consolidated Complaint. Sent Stipulation and exhibits to Counsel.	3.10	\$675.00	\$2,092.50
Service	04/14/2023	Prepare for and attend CMC; draft notice or ruling; advise team; review revised stip to amend per court guidance	2.50	\$750.00	\$1,875.00
Service	04/14/2023	Review email and respond to JH; discuss procedure for next steps and settlement; review draft FAC	0.75	\$950.00	\$712.50
Service	04/14/2023	Revised First Amended Class and Representative Action Complaint. Revised Stipulation. Sent to Counsel for review.	1.10	\$675.00	\$742.50
Service	04/16/2023	Review MOU; discuss with KN and AJB; review procedural posture; draft longform class settlement agreement; draft longform individual agreement; circulate for review	4.00	\$750.00	\$3,000.00
Service	04/17/2023	Review and Analyze: Planned and prepared for upcoming Case Management Conference	0.50	\$450.00	\$225.00
Service	04/17/2023	Further revision settlement agreements; discuss with team	0.50	\$750.00	\$375.00
Service	04/17/2023	Communication with Counsel and JSH. Review and revise Stipulation to file FAC and send to Counsel. Met and conferred with Opp Counsel re: FAC.	1.30	\$675.00	\$877.50

Service	04/17/2023	Review Defendant's revisions to stip; advise SP and revise further	0.50	\$750.00	\$375.00
Service	04/17/2023	Review long form agreement. Analyzed, advised KN.	2.75	\$995.00	\$2,736.25
Service	04/18/2023	Review additional revisions to stip to amend by Defendant; advise SP	0.40	\$750.00	\$300.00
Service	04/18/2023	Updated TM on Stipulation in advance of hearing in PAGA matter. Discussed stipulation with JSH. Further met and conferred with Defense Counsel. Revised and finalized Stipulation. Arranged for service and filing of Stipulation.	1.30	\$675.00	\$877.50
Service	04/19/2023	Review case anywhere posting from the Court; discuss with team and advise	0.30	\$750.00	\$225.00
Service	04/19/2023	Review status of settlement documents; review emails re tax issues; review stipulation and Court's response; advise SP	0.75	\$950.00	\$712.50
Service	04/21/2023	Communication with Opp Counsel. Reviewed and revised Case Anywhere Posting. Posted message in reply to Judge on Case Anywhere. Reviewed signed stipulation and updated file.	0.90	\$675.00	\$607.50
Service	04/25/2023	Review file; f/u with defense counsel re longform settlement agreements	0.20	\$750.00	\$150.00
Service	05/09/2023	Corresponded with Counsel re: Settlement Agreement.	0.70	\$675.00	\$472.50
Service	05/09/2023	F/u correspondence with Defense Counsel re longform	0.40	\$750.00	\$300.00
Service	05/16/2023	F/u correspondence with defense counsel re longform settlement agreements	0.30	\$750.00	\$225.00
Service	05/19/2023	Receive and review Defendant's Sub of Attorney. Update service list and file accordingly.	0.30	\$250.00	\$75.00
Service	05/30/2023	Review/analyze Defendant's proposed revisions to longform agreements; discuss with KN; correspondence with defense counsel re same	1.00	\$750.00	\$750.00
Service	05/30/2023	Review and revise Agreement; discuss issues with staff; research issue re Released Parties; email Defendant	1.75	\$950.00	\$1,662.50
Service	06/08/2023	Review status; email staff re issues; review responses and plan next steps	0.50	\$950.00	\$475.00
Service	06/14/2023	Review file and correspondence; f/u with defense counsel re longform agreement; call to defense counsel re same	0.50	\$750.00	\$375.00
Service	06/14/2023	Draft exhibits to Agreement; email Def; memo to JH re issues to fix / address in settlement	4.00	\$950.00	\$3,800.00
Service	06/15/2023	Review/analyze draft exhibits to settlement agreements	0.50	\$750.00	\$375.00

Service	06/22/2023	Additional follow up correspondence with defense counsel re revisions to longform; advise team	0.30	\$750.00	\$225.00
Service	06/28/2023	Additional call with defense counsel re longform agreement; review revisions to draft; discuss with KN; finalize and re-circulate to defense counsel	0.70	\$750.00	\$525.00
Service	06/28/2023	Review draft agreement and emails; review Admin estimates; advise JH; review further revisions to agreement	1.00	\$950.00	\$950.00
Service	07/03/2023	Reviewed docket, case notes, preliminary approval docs, settlement agreement, and MOU. Drafted and revised Case Management Conference Statement. Finalized Case Management Conference Statement. Arranged for Filing.	1.10	\$675.00	\$742.50
Service	07/03/2023	Prepare CMC Statement (CM110) shell in advance of the upcoming CMC in the Paga matter. Email to attorney Puche for edit and finalization.	0.50	\$250.00	\$125.00
Service	07/03/2023	Prepare Request For Dismissal as to the Paga matter. Forward to attorney Puche for finalization.	0.50	\$250.00	\$125.00
Service	07/03/2023	Execute and finalize Proof of Service. Process and submit CMC Statement and Proof of Service to Court for filing via One Legal and serve via email.	0.30	\$250.00	\$75.00
Service	07/05/2023	Review file and status of settlement agreement; f/u with defense counsel re same	0.20	\$750.00	\$150.00
Service	07/06/2023	Reviewed correspondence, stipulation, settlement agreement and MOU. Revised and finalized Request for Dismissal without prejudice and arranged for service and filing.	1.10	\$675.00	\$742.50
Service	07/06/2023	Execute and finalize Proof of Service. Process and submit the Request For Dismissal and Proof of Service to Court for filing via One Legal and served via email. (PAGA)	0.30	\$250.00	\$75.00
Service	07/12/2023	Review file and docket; f/u with defense counsel re finalizing agreement and non-appearance case review that will be converted to a status conference; finalizing agreements for signature	0.40	\$750.00	\$300.00
Service	07/12/2023	Review final agreement; advise JH; review status for next steps	0.75	\$950.00	\$712.50
Service	07/14/2023	Review Superior Court Case Docket to verify hearing on 07/17/2023 non-appearance Case Review on calendar. Set up and reserve remote appearance via LACourt Connect. Add to event calendar and email handling attorneys.	0.20	\$250.00	\$50.00
Service	07/14/2023	Review and Analyze: Planned and prepared for upcoming Status Conference.	0.50	\$450.00	\$225.00

Service	07/14/2023	Review status; prepare signed agreement; advise staff re schedule and next steps	0.50	\$950.00	\$475.00
Service	07/17/2023	Draft Notice of Ruling re Status Conference and Proof of Service.	0.70	\$250.00	\$175.00
Service	07/17/2023	Discuss with TM re CMC	0.30	\$750.00	\$225.00
Service	07/17/2023	Review file; draft declaration of Andrew King re preliminary approval/service award request; email to client with draft declaration	2.75	\$675.00	\$1,856.25
Service	07/17/2023	Review and Analyze: Planned and prepared for Status Conference; Attended Status Conference; Began drafting Notice to Defendant re Status Conference	1.80	\$450.00	\$810.00
Service	07/18/2023	Execute and finalize Proof of Service. Process and submit Notice of Ruling and Proof of Service to Court for filing via One Legal and serve via Case Anywhere.	0.30	\$250.00	\$75.00
Service	07/18/2023	Draft: Revised and finalized Notice of Ruling to Defendant.	0.50	\$450.00	\$225.00
Service	07/18/2023	Work on approval and settlement issues; review emails and Kullar analysis; outline for motion	2.50	\$950.00	\$2,375.00
Service	07/20/2023	Review ruling from 7/17 Status Conference; f/u again with defense counsel re executed agreements	0.30	\$750.00	\$225.00
Service	07/21/2023	Review documents and data; analysis of issue for approval motion; work on approval issues; emails with staff re issues	2.75	\$950.00	\$2,612.50
Service	07/21/2023	Review file; advise KN re claims and data for purposes of preliminary approval motion	0.50	\$750.00	\$375.00
Service	07/21/2023	Correspondence from defense counsel re expectations for signing longform ageement	0.30	\$750.00	\$225.00
Service	07/24/2023	Reviewed MOU, Settlement Agreement, Discovery, Documents, Mediation brief, Case Notes and Complaint. Updated KN re: Information for preliminary approval of class-wide settlement.	1.70	\$675.00	\$1,147.50
Service	07/24/2023	Discuss with RE re final approval declarations	0.40	\$750.00	\$300.00
Service	07/24/2023	Discussed Declaration for approval with RE.	0.80	\$675.00	\$540.00
Service	07/24/2023	Draft motion for preliminary approval; emails Defendant	3.75	\$950.00	\$3,562.50
Service	07/24/2023	Review/analyze draft motion for preliminary approval	1.00	\$750.00	\$750.00
Service	07/24/2023	Integrate defendant's signatures into final agreement; circulate and advise KN	0.40	\$750.00	\$300.00
Service	07/24/2023	Confer w SP re client declaration in support of preliminary approval	0.40	\$675.00	\$270.00

Service	07/24/2023	Review Amin Decl. provided by ILYM	0.30	\$750.00	\$225.00
Service	07/24/2023	Draft declaration ISO motion for preliminary approval; review file for facts needed for declaration.	3.50	\$950.00	\$3,325.00
Service	07/24/2023	Review and revise motion for preliminary approval; emails with staff and Def re motion; prepare exhibits for motion; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	07/24/2023	Telephone call to the Department Clerk to obtain and reserve a hearing date for Motion for Preliminary Approval. Prepare and send email correspondence to attorney Nordrehaugh providing hearing information and clerk's setting of an OSC re filing of Motion for Preliminary Approval for 07/25/2023 at 9am.	0.30	\$250.00	\$75.00
Service	07/25/2023	Review filed documents; emails with Def; contact clerk; memo to staff re hearing	0.50	\$950.00	\$475.00
Service	07/25/2023	Review prelim motion, analyze for final and file.	2.00	\$995.00	\$1,990.00
Service	11/03/2023	Review status and filed documents; schedule hearing	0.20	\$950.00	\$190.00
Service	11/06/2023	Court appearance - motion for preliminary approval; prepare for hearing; analysis of tentative ruling; memo to staff; emails with Def	1.50	\$950.00	\$1,425.00
Service	11/08/2023	Review and revise settlement documents per court ruling; review notes for revisions to make; email Def	2.00	\$950.00	\$1,900.00
Service	11/13/2023	Review/analyze Defendant's revisions to revised agreements as requested by the Court; discuss with KN	0.30	\$750.00	\$225.00
Service	11/15/2023	Review revised final longform per court order	0.40	\$750.00	\$300.00
Service	11/15/2023	Review revised settlement documents; finalize documents; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	11/16/2023	Prepare signed Agreements; review status and next steps; email Def	0.50	\$950.00	\$475.00
Service	11/29/2023	Review issues to address; prepare final signed revised AGreements; emails with Defendant	1.00	\$950.00	\$950.00
Service	11/30/2023	draft supplemental declaration; prepare exhibits; email Def; file and serve declaration; serve LWDA	2.75	\$950.00	\$2,612.50
Service	12/07/2023	Court appearance - preliminary approval; prepare for hearing; review revisions to documents; memo to staff	1.50	\$950.00	\$1,425.00
Service	12/07/2023	Discuss with KN re MPA and final approval filing	0.40	\$750.00	\$300.00
Service	12/12/2023	review signed order; memo to Admin with documents	0.50	\$950.00	\$475.00
Service	12/19/2023	Review formatted documents; double check against Order; respond to Admin	0.50	\$950.00	\$475.00
Service	12/20/2023	Reviewed Correspondence and sent follow up re:	0.50	\$675.00	\$337.50

Settlement agreements.					
Service	03/29/2024	Review admin decl and email; revise admin decl and send Admin redlines; review final admin decl	0.60	\$950.00	\$570.00
Service	04/03/2024	Review/analyze longform and preliminary approval Order; discuss with KN; review/analyze attorney billing and costs for loadstar analysis; review settlement admin. declaration; draft notice of motion and supporting memorandum of Plaintiff's motion for final approval and fees	3.50	\$750.00	\$2,625.00
Service	04/10/2024	Review final/fee brief; send to KN for review	0.60	\$750.00	\$450.00
Service	04/15/2024	Review and revise motion for final approval; memo to staff; email draft to defendant; update and redline proposed order	2.50	\$950.00	\$2,375.00
Service	04/16/2024	Review KN revisions to MFA/Fee brief; draft supporting declaration; advise team re tables	1.00	\$750.00	\$750.00
Service	04/18/2024	Prepare Table of Content and Table of Authorities for Motion for Final Approval and Award of Attorneys Fees.	1.00	\$250.00	\$250.00
Service	04/25/2024	Review and revise declaration iSO motion; prepare exhibits; review billing for accuracy and completeness; revise decl for final	2.00	\$950.00	\$1,900.00
Service	04/25/2024	Review and revise motion for final approval; finalize motion; file and serve motion	1.75	\$950.00	\$1,662.50
Services Subtotal				\$113,468.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/20/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	04/23/2022	Onelegal/Filing Fee	1.00	\$41.95	\$41.95
Expense	06/01/2022	One Legal Invoice No. 04113278	1.00	\$17.19	\$17.19
Expense	07/08/2022	One Legal Invoice No. 04200801	1.00	\$17.19	\$17.19
Expense	07/14/2022	Mediation Fees - First Mediation (Kravis)	1.00	\$10,000.00	\$10,000.00
Expense	09/10/2022	Case Anywhere Fee.	1.00	\$114.75	\$114.75
Expense	10/12/2022	One Legal Invoice No. 04442097	1.00	\$17.19	\$17.19
Expense	12/08/2022	Case Anywhere Fee	1.00	\$147.00	\$147.00
Expense	03/03/2023	Case Anywhere Fee.	1.00	\$135.00	\$135.00
Expense	03/13/2023	One Legal Invoice No. 04822596	1.00	\$17.66	\$17.66

Expense	03/23/2023	Berger Consulting Fee.	1.00	\$3,550.00	\$3,550.00
Expense	04/04/2023	One Legal Invoice No. 04879024	1.00	\$17.66	\$17.66
Expense	04/18/2023	court filing via One Legal	1.00	\$38.25	\$38.25
Expense	04/25/2023	One Legal Invoice No. 04936681	1.00	\$17.66	\$17.66
Expense	06/02/2023	Caseanywhere	1.00	\$189.00	\$189.00
Expense	07/05/2023	Filing via One Legal	1.00	\$17.66	\$17.66
Expense	07/06/2023	Filing via One Legal	1.00	\$17.66	\$17.66
Expense	07/19/2023	One Legal Invoice No. 05159216	1.00	\$17.66	\$17.66
Expense	07/25/2023	Filing fee - one legal - motion	1.00	\$79.43	\$79.43
Expense	09/04/2023	Case Anywhere Fee	1.00	\$183.00	\$183.00
Expense	12/04/2023	One legal filing charge - supple decl	1.00	\$17.66	\$17.66
Expense	12/08/2023	Case Anywhere.	1.00	\$147.00	\$147.00
Expense	03/05/2024	Case Anywhere Fees.	1.00	\$135.00	\$135.00
Expense	04/24/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$15,012.76	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Norm Blumenthal	6.0	\$995.00	\$5,970.00
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Ricardo Ehmann	3.15	\$675.00	\$2,126.25
Jeffrey Herman	35.8	\$750.00	\$26,850.00
Trevor Moran	3.3	\$450.00	\$1,485.00
Kyle Nordrehaug	44.3	\$950.00	\$42,085.00
Sergio Puche	24.9	\$675.00	\$16,807.50
Heather Drosi	4.4	\$250.00	\$1,100.00
Subtotal			\$128,481.51
Total			\$128,481.51

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/25/2024	\$128,481.51	\$0.00	\$128,481.51
Outstanding Balance				\$128,481.51
Total Amount Outstanding				\$128,481.51

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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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 LOS ANGELES**

10
11 ANDREW KING, on behalf of himself and on
behalf of all persons similarly situated,

12 Plaintiff,

13 v.

14 DAY MANAGEMENT CORPORATION
15 (DBA) DAY WIRELESS SYSTEMS, a
Corporation, and DOES 1 through 50, inclusive,

16 Defendants.
17
18
19
20
21
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23
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25

Case No. 22STCV01620

**DECLARATION OF ANDREW KING
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Judge: Hon. Maren E. Nelson
Dept: 17

Date Filed: January 14, 2022
Trial Date: Not set

Hearing Date: November 6, 2023
Hearing Time: 9:00 a.m.

1 I, Andrew King, declare as follows:

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

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

9 3. I worked as an Installer Technician for defendant Day Management Corporation d/b/a
10 Day Wireless Systems ("Day Management") in California from December of 2015 to May of
11 2021 and was classified by Day Management as a non-exempt employee during that time period.
12

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

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, my
23 wage statements were inaccurate for multiple reasons including the total number of hours I
24 worked. Also, from time to time I was required to work while off the clock during what should
25 have been my meal period due to under staffing and traveling in the field to various job sites. I
26 was not paid any wages for this time I was working. I was also not paid for the time I spent pre-
27

1 shift when off the clock in order to test for Covid-19 symptoms. Also, my meal periods were
2 often late, short, interrupted or missed entirely due to my work load. The same is true for my rest
3 breaks which were often missed or cut short. I never received any meal or rest break penalty
4 payments for these violations.

5
6 6. Before the complaint was filed I spoke to my attorneys several times and discussed how
7 Day Management implemented its company policies and procedures. I also assisted my
8 attorneys in their investigation into my claims by providing them documents and answering their
9 questions. I reviewed the complaint before it was filed and after it was filed I was given access
10 to an electronic file sharing program that alerted me via email when important documents were
11 filed so that I could review them and keep up with the developments in the case which I
12 understood was one of my duties as a class representative. I would also contact my attorneys
13 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 non-exempt
24 employees working for Day Management in California. I felt that these individuals were not
25 aware 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
27

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 Day Management to defend this lawsuit. Also, I knew there was a risk that future employers, if they ever found out about this lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued a former employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

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

11. A mediation took place on March 16, 2023 with Jeffrey Krivis, a well-respected and experienced mediator of wage and hour class actions. After the all-day 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 March 28, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on July 12, 2023.

12. I have been actively involved with this lawsuit performing the duties described above.

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

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

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

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

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing a former employer, the exposure to being responsible for paying Day Management's costs
28

1 in the event we did not win the case, the reputational risk that future employers may hold this
2 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
3 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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 Jul 18, 2023, at Onawa, Iowa.
7 (city, state)

8 
9 Andrew S. King (Jul 18, 2023 10:47 CDT)
10 Andrew King