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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SPENCER NORMAN, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

B & H GLOBAL MARKETING, LLC, a
California limited liability company;
GOLDEN STATE CRUSHING, a
business organization, form unknown; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 34-2022-00314707

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 1, 2023

Time: 9:00 a.m.

Dept.: 27

Complaint Filed: January 26, 2022

Trial Date: None

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law duly admitted to practice before all courts in the State of Virginia and am a member of the law firm of the Diversity Law Group, P.C., one of the attorneys of record for Plaintiff Spencer Norman (“Plaintiff”) in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify to the truth of the matters set forth herein, I could and would competently do so.

2. The proposed settlement meets the criteria for this Court to grant final approval of the settlement on a class-wide basis, as the settlement is fair, adequate, and reasonable.

3. The Settlement Agreement was the product of negotiation between highly able experienced attorneys on both sides who possessed the relevant data and extensive legal knowledge which they had carefully analyzed. Plaintiff's Counsel engaged in extensive factual investigation and discovery before settling. Specifically, Class Counsel reviewed class data and information pertaining to the PAGA group, including the number of putative class members, the number of hours worked and pay periods at issue, time and payroll records, the number of wage statements at issue, as well as information pertaining to Defendants' policies, practices, and procedures pertaining to meal and rest periods, timekeeping, and wage statement practices. The scope of informal discovery allowed Class Counsel to conduct a full analysis of exposure.

4. The Parties then engaged in arm's length negotiations at mediation with a highly
 nced mediator, Daniel J. Turner, Esq., after which settlement was reached.

5. I have spent significant time researching and pursuing the claims that have been in this action. Based on my independent investigations and evaluations, I am of the opinion that the proposed settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, in light of all known facts and circumstances, and the expenses and risks of proceeding to trial in litigation. The settlement was negotiated at arm's length and was facilitated by an independent and neutral mediator. Thus, this settlement should be granted final approval.

6. The Court preliminarily approved this settlement on July 11, 2023, directing the Plaintiff to prepare and file a proposed Final Settlement Agreement, a proposed Class Notice and scheduling the hearing for final approval of settlement (the

1 “Preliminary Approval Order”).

2 7. After the Settlement Administrator received the Class List from Defendants, the
3 Parties were informed of the increase in the number of actual workweeks worked from the
4 estimated 1,810 workweeks to 2,325 workweeks, which triggered the Settlement Agreement’s
5 Escalator Clause.

6 8. Specifically, the Settlement Administrator calculated a \$29,524.86 increase in the
7 Gross Settlement Amount as a result of the Settlement Agreement’s Escalator Clause. Taking
8 this into account, this brings the Gross Settlement Amount to \$189,524.86.

9 9. Plaintiff’s Counsel seeks an award of attorneys’ fees of one-third of the Gross
10 Settlement Amount. Pursuant to the Settlement Agreement’s Escalator Clause, the Settlement
11 Administrator calculated a \$29,524.86 increase in the Gross Settlement Amount over the initial
12 \$160,000.00 amount. As such, Plaintiff’s Counsel seeks an award of one-third of the revised
13 Gross Settlement Amount of \$189,524.86, or \$63,174.94 in attorneys’ fees.

14 10. The Parties made slight modifications to the Class Notice to reflect the revised
15 Gross Settlement Amount, which includes revising the initial \$160,00.00 amount to reflect the
16 revised Gross Settlement Amount of \$189,524.86, and the attorneys’ fees from \$53,333.33 to an
17 amount not to exceed \$63,174.94, to reflect one-third of the revised Gross Settlement Amount.
18 No other substantive changes were made to the Class Notice.

19 11. Attached hereto as **Exhibit A** is a true and correct copy of the revised class notice.

20 12. There were no objections by Class Members to the amount of attorneys’ fees or
21 litigation costs as stated in the Class Notice.

22 13. Any remaining monies from uncashed settlement checks will be distributed to the
23 California State Controller’s Unpaid Wage Fund.

24 14. I support the settlement as fair, reasonable, and adequate, and in the best interest
25 of the Class Members as a whole.

26 15. I have been approved as class counsel in numerous other wage/hour class actions
27 that have been granted class certification and final approval.

28 16. I am one of the primary attorneys on this matter. My qualifications are as

1 follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award
2 in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors
3 Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During
4 law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District
5 Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law
6 clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the
7 Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes
8 Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I
9 placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the
10 Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created
11 to investigate retaliation complaints. Upon graduation from law school, I was admitted to the
12 California Bar in December 2017.

13 17. I am currently an associate at the law firm Diversity Law Group, P.C., an
14 employment law firm that has handled numerous wage and hour class and individual actions, on
15 both plaintiff and defense sides. The firm currently has cases in numerous state courts, including
16 the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San
17 Diego County Superior Court, Monterey County Superior Court, as well as the United States
18 District Courts for the Central, Northern, Southern, and Eastern Districts of California.

19 18. I am currently handling and/or have handled numerous wage and hour class action
20 and PAGA lawsuits.

21 19. In 2018, I argued before the California Court of Appeal, Second Appellate
22 District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case
23 Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.*
24 (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In
25 that same year, I also assisted the firm in successfully obtaining class certification and partial
26 summary judgment by the United States District Court, Northern District of California in the
27 case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third
28 chaired the bench trial in that same case in December 2018.

1 20. I have also been certified and/or approved as class counsel in numerous other
2 wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v.*
3 *Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v.*
4 *Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v.*
5 *THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells*
6 *Fargo Bank National Ass’n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319),
7 and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as
8 part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California
9 Code of Civil Procedure § 382.

10 21. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes*
11 *& Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et*
12 *al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of*
13 *the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*
14 *v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*
15 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
16 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
17 Superior Court, Case No. 19CV004512).

18 22. To date, I have incurred approximately 97.8 hours in connection with the
19 litigation of this lawsuit. Attached hereto as **Exhibit B** is a chart summarizing the amount of
20 work I have incurred to date on this matter.

21 23. I also anticipate spending an additional 8 hours on post-final approval matters,
22 including conferring and reviewing e-mails and other written communications with defense
23 counsel, the Settlement Administrator, and Class Members regarding payments and any related
24 issues.

25 24. Thus, the total amount of my fees incurred in this case to be approximately
26 \$63,480.00, based on at an hourly rate of \$600.00 per hour. In 2019 and 2020, I was approved at
27 an hourly rate of \$450.00 per hour by various Courts in a number of matters, including but not
28 limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD),

1 *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319), and
2 *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court Case No.
3 18CV003398). In 2021, I was approved at the hourly rate of \$500.00 in various cases, including
4 *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination
5 Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company*
6 (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services of*
7 *America, Inc.* (Solano County Superior Court Case No. FCS054399). As of January 1, 2023, my
8 hourly rate increased to \$600.00 per hour. I was approved at the hourly rate of \$600.00 in *Moen*
9 *v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL) and
10 *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-
11 084680).

12 25. My office has incurred costs in the amount of \$7,944.58. The costs are all
13 litigation related costs, including court filing and service fees, postage fees, expert fees, and costs
14 associated with mediation. Attached hereto as **Exhibit C** is copy of the costs incurred in
15 connection with prosecution of this lawsuit.

16 26. Concurrent with the filing of this Motion, Plaintiff uploaded this motion and
17 proposed order to the LWDA's website. A true and correct copy of the LWDA confirmation is
18 attached hereto as **Exhibit D**.

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

21 Executed on this 6th day of November 2023, at Los Angeles, California.

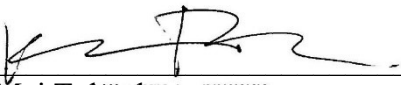
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EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SACRAMENTO
Spencer Norman v. B&H Global Marketing, LLC, et al.,
Case No. 34-2022-00314707

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All employees who worked for B&H Global Marketing, LLC dba Golden State Crushing in the State of California during the period from January 26, 2018 to February 17, 2023, who did not previously sign individual separation agreements.

The California Superior Court, County of Sacramento has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action (the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All employees who worked for B&H Global Marketing, LLC dba Golden State Crushing in the State of California from January 26, 2018 to February 17, 2023, who did not previously sign individual separation agreements.

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

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received this Notice?

The personnel records of B&H Global Marketing, LLC and Golden State Crushing ("Defendants") indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from the time period from January 26, 2018 to February 17, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on **July 7, 2023**, in the Superior Court of California, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on **December 1, 2023, at 9:00 a.m.**, before Hon. Jill H. Talley, in the Superior Court of California, County of Sacramento, located at 720 9th Street Sacramento, CA 95814, Department 27.

2. What Is this Case About?

On or about October 18, 2021, Plaintiff Spencer Norman ("Plaintiff") provided initial written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code he contends were violated.

Questions? Call the Settlement Administrator toll free at (800) 523-5773

On January 26, 2022, Plaintiff filed a wage-and-hour class action lawsuit against Defendants in the Superior Court of California, County of Sacramento, Case Number 34-2022-00314707, alleging the following causes of action: (1) violation of Labor Code sections 226.7 and 512 (unpaid meal period premiums); (2) violation of Labor Code section 226.7 (unpaid rest period premiums); (3) violation of Labor Code section 226(a) (noncompliant wage statements); (4) violation of Business and Professions Code section 17200, *et seq.*; and (5) violation of Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004) (“PAGA”).

Plaintiff and Defendants (collectively, the “Parties”) attended mediation on the claims alleged in the Class Action on December 19, 2022. Under the auspices of mediator Daniel Turner, the Parties were able to reach a settlement of the Class Action.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all Parties avoid the risks and cost of a trial.

Defendants expressly deny that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I a Class Member?*

You are a Class Member if you are currently or were formerly employed as a California employee of Defendant B&H Global Marketing, LLC dba Golden State Crushing during the period from January 26, 2018 to February 17, 2023, and you did not previously sign an individual separation agreement.

4. *How Does this Class Action Settlement Work?*

In this Class Action, Plaintiff sued on behalf of himself and all other similarly situated individuals who were employed as California non-exempt employees of Defendants during January 26, 2018 through the present as well as those who were employed as California exempt-employees of Defendants from January 26, 2021 through the present. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of this Class Action resolves the Released Claims (defined in Section No. 9 below) of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Plaintiff’s counsel (also, “Class Counsel”) believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with copies free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class
DIVERSTY LAW GROUP, P.C. Larry W. Lee Max W. Gavron Kwanporn “Mai” Tulyathan 515 S. Figueroa Street, Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554
 Kelsey A. Webber Shaelyn A. Stewart WEBBER LAW GROUP, P.C. 1610 R. Street, Suite 300 Sacramento, California 95811 Telephone: (916) 588-0683

The Court has decided that Diversity Law Group, P.C. and Webber Law Group, P.C. are qualified to represent you and all other Class Members simultaneously. Class Counsel are working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants Final Approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a California employee of Defendant B&H Global Marketing, LLC dba Golden State Crushing during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants Final Approval of the Settlement, you will not receive an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from this Settlement?” and “How Do I Object to the Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. How Do I Opt Out or Exclude Myself from this Settlement?

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (i.e., “opt out”) by sending a timely request for exclusion. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FROM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes your name, current address, telephone number, signature, and a statement setting forth your request to opt out of or be excluded from the Settlement. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No. 9. If you opt out of the Settlement, the amount to be paid by Defendants will not decrease and will remain the same. The request for exclusion must be signed, dated, and mailed by first-class U.S. Mail, **postmarked no later than September 18, 2023** (“Response Deadline”) to: **B&H GLOBAL MARKETING, LLC SETTLEMENT ADMINISTRATOR C/O PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS**. You cannot exclude yourself by phone.

Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims, described in Section III(L) of the Settlement Agreement. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you received a re-mailed Class Notice and Exclusion Form (collectively, “Notice Packet”), whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from the original Response Deadline to postmark a request for exclusion or an objection to the Settlement. The envelope should indicate whether the Notice Packet has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

You are responsible for ensuring that the Settlement Administrator receives any request for exclusion you submit.

8. How Do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** by **September 18, 2023**. The objection must: (a) state the objecting Class Member’s full name, address, and telephone number, as well as the name and address of counsel, if any; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list any identifying witness(es) the objecting Class Member may call to testify at the Final Approval Hearing; (e) include true and correct copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objecting Class Member’s own counsel and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before **September 18, 2023**.

If the Court rejects the notice of objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How Does this Settlement Affect My Rights? What Are the Released Claims?

Released Parties.

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully and finally release and discharge Defendants and its present and former subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns ("Released Parties").

Released Claims.

Upon Defendants' fulfillment of its payment obligations pursuant to Section III (J)(9)(a) of the Settlement Agreement, the claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by the Settlement Agreement are all claims alleged in the operative complaint, all claims alleged in the PAGA notice, as well as all claims that could have been pled arising out of the same operative facts of the complaint and PAGA notice, including, but not limited to, meal and rest breaks; failure to keep time records; wage statement violations; separation pay violations; untimely payment of wages; failure to maintain records; unfair business practices; and PAGA penalties premised on violations of Labor Code §§ 201-203, 226, 226.7, and 512 ("Released Claims").

PAGA Released Claims.

Upon Defendants' fulfillment of its payment obligations pursuant to Section III (J)(9)(a) of the Settlement Agreement, the claims that Plaintiff and the other Eligible Aggrieved Employees are releasing in exchange for the consideration provided for by this Agreement are all PAGA claims alleged in the operative complaint, all claims alleged in the PAGA notice, as well as all claims that could have been pled arising out of the same operative facts of the complaint and PAGA notice, including, but not limited to for PAGA penalties premised on violations of Labor Code §§ 201-203, 226, 226.7, and 512 ("PAGA Released Claims").

10. How Much Can I Expect to Receive from this Settlement?

The total maximum amount that Defendants could be required to pay under the Settlement Agreement shall be up to but no more than One Hundred Eighty-Nine Thousand and Five Hundred Twenty Four Dollars and Eighty-Six Cents (\$189,524.86) ("Gross Settlement Amount"). The "Net Settlement Amount" means the portion of the Gross Settlement Amount available for distribution to all Class Members who do not submit valid and timely requests to exclude themselves from the Settlement ("Participating Class Members") after the deduction of (1) the Class Representative Enhancement Payment to Plaintiff in an amount of up to \$10,000.00 for the prosecution of the Class Action, undertaking the risk of paying attorneys' fees and costs in the event the Class Action had not successfully resolved, and a general release of all claims; (2) Administration Costs to the Settlement Administrator, Phoenix Class Action Administration Solutions; (3) the PAGA Payment totaling \$10,000.00, seventy-five percent (75%) of which shall be paid to the LWDA, and twenty-five percent (25%) of which shall be distributed to Eligible Aggrieved Employees, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$63,174.95 (1/3 of the Gross Settlement Amount); and (5) the Cost Award to Class Counsel, which is estimated not to exceed \$15,000.00; and (6) the \$1,000 Settlement Payment to Participating Exempt Class Members. All these payments are subject to Court approval.

Each Participating Exempt Class Member will receive a proportionate share of \$1,000 that is equal to (i) the number of pay periods they received allegedly defective wage statements during the Class Period, based on the Class Data provided by Defendants, divided by (ii) the total number of pay periods during which all exempt employees allegedly received defective wage statements during the Class Period based on the same Class Data, (iii) which is then multiplied by \$1,000.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Non-Exempt Class Members.

Each non-exempt Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to: (i) the number of weeks he or she worked as a California employee of Defendants during the Class Period, based on the Class Data provided by Defendants, divided by (ii) the total number of weeks worked by any and all non-exempt Participating Class Members collectively during the Class Period based on the same Class Data, (iii) which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for the purposes of this calculation. Therefore, the value of each non-exempt Participating Non-Exempt Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$<<Est Set Amt>>, less taxes. This is based on Defendants' records, which show you worked <<Weeks>> workweeks during the Class Period.

If you believe the number of eligible workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** on or before **September 18, 2023**. If you do not provide documents and/or an explanation supporting your challenge, the number of workweeks reported in Defendants' records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and Counsel for Defendants will review any evidence submitted and will make a final determination as to the number of eligible workweeks with which you will be credited.

Thirty percent (30%) of your Individual Settlement Share will be treated as wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining seventy percent (70%) of your Individual Settlement Share will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099. If you are an Exempt Participating Class Member, your Individual Settlement Share will be treated as 100% penalties and will be paid pursuant to an IRS Form 1099.

Upon the Effective Final Settlement Date, Defendants are expected to fund the Gross Settlement Amount of One Hundred Eighty-Nine Thousand and Five Hundred Twenty-Four Dollars and Eighty-Six Cents (\$189,524.86). The Effective Final Settlement Date will be the later of the following: (i) if no objections to the Settlement have been filed, or timely objections have been filed and then withdrawn, then the date the Court enters judgment granting Final Approval; (ii) if an objection to the Settlement has been filed, then the date on which time expires to file an appeal of the Court's grant of Final Approval; or (iii) if an objection was filed and a Notice of Appeal of the Court's grant of Final Approval was timely filed, then the date the appeal is finally resolved, with the grant of Final Approval unaffected. Your Individual Settlement Share will be calculated and distributed within fourteen (14) calendar days after Defendants fund the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amount of the Individual Settlement Shares to the California State Controller: Unpaid Wage Fund.

11. What Is the PAGA Payment and Am I Eligible for It?

Under the terms of the Settlement, ten thousand dollars (\$10,000.00) of the Gross Settlement Amount has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Of this amount, 75% will be sent to the State of California. Eligible Aggrieved Employees will share the remaining 25%, based on the number of pay periods they worked during the PAGA Period.

You are an "aggrieved employee" eligible to share in the PAGA Payment under the Settlement ("Eligible Aggrieved Employee"), if you are a current or former California employee of Defendant B&H Global Marketing, LLC dba Golden State Crushing at any time during the period from October 18, 2020 to February 17, 2023 ("PAGA Timeframe").

The Settlement Administrator shall pay each Eligible Aggrieved Employee according to his or her proportional share of the PAGA Payment allocated to the Eligible Aggrieved Employees, which for non-exempt employees will be based upon the total number of pay periods during which the Eligible Aggrieved Employee worked as a California employee of Defendants during the PAGA Timeframe and for exempt employees will be based upon the total number of pay periods they received allegedly defective wage statements during the PAGA Timeframe.

Non-Exempt Employees: For non-exempt employees, each individual share will be calculated by (i) determining the total number of pay periods during the PAGA Timeframe during which the non-exempt Eligible Aggrieved Employee was employed, (ii) dividing this number by the sum of the total number of pay periods during the PAGA Timeframe during which all Eligible non-exempt Aggrieved Employees were employed (i.e., the sum of all pay periods of employment for all Eligible non-exempt Aggrieved Employees) and the total number of pay periods during the PAGA Timeframe during which all Eligible exempt Aggrieved Employees received allegedly defective wage statements, and (iii) multiplying this number by the PAGA Payment allocated to the Eligible Aggrieved Employees.

Exempt Employees: For exempt employees, each individual share will be calculated by (i) determining the total number of pay periods during the PAGA Timeframe during which the exempt Eligible Aggrieved Employee received allegedly defective wage statements, (ii) dividing this number by the sum of the total number of pay periods during the PAGA Timeframe during which all Eligible non-exempt Aggrieved Employees were employed (i.e., the sum of all pay periods of employment for all Eligible non-exempt Aggrieved Employees) and the total number of pay periods during the PAGA Timeframe during which all Eligible exempt Aggrieved Employees received allegedly defective wage statements, and (iii) multiplying this number by the PAGA Payment allocated to the Eligible Aggrieved Employees.

Based on the total number of pay periods during the PAGA Timeframe during which you were employed, your individual share of the PAGA Payment is **\$<<PAGA Payment>>**. This is based on Defendants' records, which show you worked **<<PAGA Pay Periods>>** pay periods during the PAGA Timeframe. One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if this payment exceeds \$600.00. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

If you believe the number of eligible pay periods with which you have been credited is incorrect, you must provide documentation and/or an

explanation showing contrary information to the Settlement Administrator at **Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863** on or before **September 18, 2023**. If you do not provide documents and/or an explanation supporting your challenge, the number of pay periods reported in Defendants' records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and Counsel for Defendants will review any evidence submitted and will make a final determination as to the number of eligible pay periods with which you will be credited.

Because these penalties can only be sought by California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives Final Approval.

It is strongly recommended that upon receipt of your Settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks, and pay the amount of the individual shares to the California State Controller: Unpaid Wage Fund.

If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

12. *How Will the Attorneys for the Class and the Class Representative Be Paid?*

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 1/3 of the Gross Settlement Amount (or \$63,174.95) for attorneys' fees and a reasonable amount of the Gross Settlement Amount for litigation costs, which are anticipated not to exceed \$15,000.00. Defendants have paid all their own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

13. *Final Approval Hearing*

The Court will hold a Final Fairness and Approval Hearing concerning the proposed Settlement on **December 1, 2023, at 9:00 a.m.**, before Honorable Jill H. Talley, in the Superior Court of California, County of Sacramento, located at 720 9th Street Sacramento, CA 95814, Department 27. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website <https://www.phoenixclassaction.com/bh-global-marketing/>.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the "B&H Global Marketing, LLC class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Sacramento County Superior Court at 720 9th Street Sacramento, CA 95814 between 8:30 a.m. and 4:00 p.m.

You may also contact Class Counsel by contacting Diversity Law Group, P.C. (Address: 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071, Regular business hours: 9:00 a.m. to 6:00 p.m., Telephone: (213) 488-6555) or Webber Law Group (Address: 1610 R. Street, Suite 300, Sacramento, California 95811; Telephone: (916) 588-0683, Regular business hours: 9:00 a.m. to 6:00 p.m.). Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

Spencer Norman v. B & H Global Marketing, LLC et al.
Time and Task Chart for Mai Tulyathan

Hours	Description of Work
6.5	Factual investigation, review of file and client documents, review PAGA letter, confer with co-counsel and client regarding the case upon assignment to case.
5.6	Draft complaint; further review and revise complaint
0.3	Review the Court's order designating case as complex and Notice of Case Management Conference and Complex Case Management Procedures
0.1	Review substitution of attorney
0.3	Review Defendants' Answer
0.1	Meet and confer with opposing counsel re e-service
5.0	Meet and confer with opposing counsel for case management conferences, draft, review and revise several joint statements in connection therewith
0.3	Review Court's various tentative rulings re CMC
1.4	Review and revise written discovery, including requests for production of documents and special interrogatories
2.5	Meet and confer with opposing counsel regarding mediation; draft and prepare informal discovery request in connection with mediation
13.7	Review and analyze production of informal discovery for mediation, including class payroll data and documents, and documents re: Defendant's various policies; numerous meet and confer communications with opposing counsel regarding data and documents and regarding liability issues
6.7	Review and revise mediation brief; conduct legal research in connection with same; conducted exposure analysis based on data produced by Defendant
9.0	Attend mediation
1.2	Review mediator's proposal; further confer with mediator regarding the terms therein
8.4	Review and revise long-form settlement agreement; confer with opposing counsel regarding terms therein; confer with client regarding same
3.4	Draft, review and revise class notice to be sent to class members; confer with opposing counsel regarding same
1.0	Confer with settlement administrator regarding settlement administration and admin expenses
14.2	Draft motion for preliminary approval of settlement, proposed order, and supporting documents; further revise same
1.3	Review the Court's tentative ruling and court's order granting preliminary approval of settlement; confer with opposing counsel regarding same

1.0	Confer with settlement administrator regarding administration timeline and dissemination of class notice
1.5	Meet and confer with opposing counsel and settlement administrator regarding escalator clause
0.4	Review and revise class notice in light of escalator clause; confer with opposing counsel re revisions
1.2	Review weekly mailing reports from settlement administrator; confer with settlement administrator regarding final approval
12.7	Draft motion for final approval of settlement, proposed order, and supporting documents; further revise same
<u>97.8</u>	<u>TOTAL HOURS</u>

EXHIBIT C

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DIVERSITY LAW GROUP
Slip Listing

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Selection Criteria

Slip Classification Open
Client (hand select) Include: Norman, Spencer v. B&H
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
70630	EXP	Olympia	1	1677.52	1677.52
1/26/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Complaint					
71060	EXP	Olympia	1	61.71	61.71
2/22/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Substitution of Attorney					
71075	EXP	Olympia	1	60.71	60.71
2/25/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Notice					
71171	EXP	Olympia	58	0.25	14.50
2/28/2022		Photocopies			
WIP		Norman, Spencer v. B&H			
Photocopies					
71172	EXP	Olympia	1	5.58	5.58
2/28/2022		Postage			
WIP		Norman, Spencer v. B&H			
Postage					
71350	EXP	Olympia	1	59.21	59.21
3/3/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - N&A & POS of Summons					
72964	EXP	Erika Mejia	1	58.71	58.71
8/11/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - CMS					
73080	EXP	Olympia	29	0.25	7.25
8/31/2022		Photocopies			
WIP		Norman, Spencer v. B&H			
Photocopies					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
73081	EXP	Olympia	1	1.44	1.44
8/31/2022		Postage			
WIP		Norman, Spencer v. B&H			
Postage					
73296	EXP	Erika Mejia	1	92.27	92.27
9/21/2022		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Joint CMS					
73621	EXP	Olympia	1	4625.00	4625.00
11/23/2022		Arbitrators			
WIP		Norman, Spencer v. B&H			
Judicate West Mediation					
74363	EXP	Erika Mejia	1	62.24	62.24
1/11/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Joint CMS					
74886	EXP	Erika Mejia	1	199.24	199.24
3/24/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - MPA (rejected)					
74889	EXP	Erika Mejia	1	268.24	268.24
3/29/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - MPA					
75059	EXP	Erika Mejia	1	61.74	61.74
4/12/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Joint CMS					
75078	EXP	Olympia	1	63.24	63.24
4/27/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Notice of Cont					
75654	EXP	Erika Mejia	1	61.74	61.74
6/22/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - Joint CMS					
75855	EXP	Olympia	1	64.24	64.24
7/18/2023		Atty Service			
WIP		Norman, Spencer v. B&H			
Attorney Service - NOE					

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DIVERSITY LAW GROUP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
76430	EXP	Mai Tulyathan	1	500.00	500.00
10/24/2023		Court fees			
WIP		Norman, Spencer v. B&H			
MFA & Post-final approval filings					
Grand Total					
			Billable	0.00	7944.58
			Unbillable	0.00	0.00
			Total	0.00	7944.58

EXHIBIT D