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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

LOLA MARCUM and JOSE G.
IRIZARRY, on behalf of the State of
California as private attorneys general,
and as individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HUNTSMAN ADVANCED
MATERIALS AMERICAS LLC, a
Limited Liability Company;
HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE No. 22STCV03845

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

Hearing Date: August 2, 2024

Hearing Time: 10:30 a.m.

[Hearing scheduled by Order dated February 2, 2024]

Judge: Hon. Stuart M. Rice

Dept.: SS-1

Action Filed: January 31, 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 Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final approval
7 of the class settlement, including attorneys’ fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendants Huntsman

1 International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”) reached a full and
2 final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently
3 with the Court. As consideration for this Settlement, the Gross Settlement Amount is Four Hundred
4 Eighty Thousand Dollars (\$480,000) to be paid by Defendants, as set forth in the Agreement. The Gross
5 Settlement Amount will settle all issues pending in the Action between the Parties and will be made in
6 full and final settlement of the released claims. The Gross Settlement Amount includes all payments of
7 Individual Class Payments to the Participating Class Members, the Administration Expenses Payment
8 to the Administrator, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment
9 to Class Counsel, the Class Representative Service Payments to Plaintiffs, and the PAGA Penalties
10 payment to the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved
11 Employees.

12 (b) The Gross Settlement Amount does not include the employer’s share of payroll taxes which
13 will be separately paid by Defendants. The Settlement is all-in with no reversion to Defendants and no
14 need for Class Members to submit claim forms.

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

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

1 based on Defendants' records; however, Class Members will have the right to challenge their number of
2 Class Workweeks.

3 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
4 the Court by mailing the notice packets after updating class members' addresses using the National
5 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices
6 to any forwarding address provided or updated address located. Declaration of Nicole Bench ("Bench
7 Decl.") ¶¶ 5-11. Class Members were provided with the opportunity to exclude themselves or "opt out"
8 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Bench Decl. ¶ 8, Exh.
9 A. Significantly, there have been no objections and no requests to opt-out. Bench Decl. ¶¶ 12-13. As
10 such, the entire Class will participate in the Settlement and will be sent a settlement check. *See* Bench
11 Decl. at ¶¶ 16-18. All Aggrieved Employees, including any who submit an opt-out request, still will
12 receive an Individual PAGA Payment and will release of the Released PAGA Claims regardless of their
13 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Notice advised the Class Members
14 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
15 Ex. A.)

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

22 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
23 (Agreement at ¶ 1.2) From the Total Settlement Amount, the Administrator will be paid for settlement
24 administration in an amount not to exceed \$8,750. (Agreement at ¶ 3.2(c).) As set forth in the Bench
25 Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date, as well
26 as anticipated fees and costs for completion of the settlement administration, are \$7,250.

27 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded
28 a sum not to exceed one-third of the Gross Settlement Amount as the Class Counsel Fees Payment.

1 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply for an award of Class Counsel
2 Litigation Expenses Payment in an amount not to exceed \$21,000. (Agreement at ¶ 3.2(b).) Subject to
3 Court approval, the Agreement provides for a payment of no more than \$10,000 each to Plaintiffs as the
4 Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate motion for
5 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
6 support, for these requests, including lodestar.

7 (i) Subject to Court approval, Seven Thousand Five Hundred Dollars (\$7,500) will be paid from
8 the Gross Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California
9 Labor Code Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.* Pursuant
10 to the express requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as
11 follows: 75% (\$5,625) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$1,875)
12 allocated to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number
13 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
14 of service, the LWDA has been served with this motion and the Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
16 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
17 is "fair, adequate, and reasonable". (Preliminary Approval Order at 2:18-22.) In sum, the Settlement
18 valued at \$480,000 is an excellent result for the Class. This result is particularly favorable in light of the
19 fact that liability and class certification in this case were far from certain in light of the defenses asserted
20 by Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
21 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
22 reasonable and adequate, and should be finally approved.

23
24 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
25 dated February 2, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
26 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On February
27 26, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
28 provided each class member with the terms of the Settlement, including notice of the claims at issue and

1 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
2 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
3 amount to that individual. See Declaration of Nicole Bench ("Bench Decl.") at ¶ 8, Exh. A. In
4 disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its
5 Preliminary Approval Order. Significantly, there have been no objections and no requests for exclusion.
6 Bench Decl. at ¶¶ 12-13. As such, the entire Class will participate in the Settlement and will be sent a
7 settlement check. *See* Bench Decl. at ¶¶ 16-18.

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

16
17 6. Procedural History of the Litigation

18 (a) On November 19, 2021, Plaintiff Lola Marcum filed with the LWDA and served on Defendant
19 a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
20 penalties on behalf of Aggrieved Employees for various Labor Code violations. A true and correct copy
21 of this PAGA Notice is attached hereto as Exhibit #4. On January 31, 2022, Plaintiff Marcum commenced
22 the Marcum Class Action by filing a Complaint against Defendants in the Superior Court of the State of
23 California, County of Los Angeles. The Marcum Class Action Complaint asserted class claims against
24 Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure
25 to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay
26 overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in
27 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation
28 of Cal. Labor Code §§ 226.7 and 512; (6); failure to provide accurate itemized wage statements in

1 violation of California Labor Code § 226; and, (7) failure to reimburse employees for required expenses
2 in violation of California Labor Code § 2802. On February 1, 2022, Plaintiff Marcum filed a separate
3 complaint against Defendants in the Superior Court of the State of California, County of Los Angeles
4 alleging a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code
5 §§ 2698, et seq. (“PAGA”).

6 (b) On July 14, 2022, Plaintiff Jose Irizarry filed with the LWDA and served on Defendant a
7 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
8 penalties on behalf of Aggrieved Employees for various Labor Code violations. A true and correct copy
9 of this PAGA Notice is attached hereto as Exhibit #4. On July 14, 2022, Plaintiff Irizarry commenced
10 the Irizarry Class Action by filing a Complaint against Defendant Huntsman Advanced Materials
11 Americas, LLC in the Superior Court of the State of California, County of Los Angeles, Case No.
12 22STCV22712. The Irizarry Class Action Complaint class claims against Defendant Huntsman Advanced
13 Materials Americas, LLC for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et
14 seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
15 (3) failure to pay overtime wages in violation of Cal. Labor Code § 510;(4) failure to provide required
16 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods
17 in violation of Cal. Labor Code §§ 226.7 and 512; (6); failure to provide accurate itemized wage
18 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required
19 expenses in violation of California Labor Code § 2802; and, (8) failure to timely pay all earned wages
20 and final paychecks due at time of separation of employment in violation of California Labor Code §§
21 201, 202, and 203. On February 1, 2022, Plaintiff Irizarry filed a separate complaint in the Superior Court
22 of the State of California, County of Los Angeles alleging a single cause of action for violation of the
23 Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.

24 (c) As part of this Settlement, On July 18, 2023, Plaintiffs filed the First Amended Complaint in
25 the Marcum Class Action seeking to add the claims alleged in the complaint in the Marcum PAGA
26 Action with the claims alleged in the Marcum Class Action, Irizarry Class Action, and Irizarry PAGA
27
28

1 Action.¹ This First Amended Complaint in the Marcum Class Action is referred to as the "Operative
2 Complaint". Defendants deny the allegations in the Operative Complaint, deny any failure to comply
3 with the laws identified in the Operative Complaint and deny any and all liability for the causes of action
4 alleged.

5 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
6 production of documents, class data, and other information, allowing for the full and complete analysis
7 of liabilities and defenses to the claims in the Action. Plaintiffs engaged in formal written discovery and
8 performed informal discovery, which included the production and analysis of hundreds of pages of
9 documents. The information for mediation obtained by Plaintiffs included: (1) data concerning the
10 composition of the Class; (2) payroll data for the Class and a sampling of time punch data for the Class;
11 (3) Defendants' wage and hour policies and job descriptions; (4) the employment file for the Plaintiffs;
12 and, (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data
13 and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the
14 claims for the Class.

15 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
16 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
17 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendants have
18 engaged in substantial research and investigation in connection with the Action. Class Counsel has
19 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
20 to perform an analysis of the data and valuation of the claims.

21 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation. Prior
22 to mediation, the Parties engaged in the above investigation and the exchange of documents and
23 information in connection with the Action. On November 10, 2022, the Parties participated in an all-day
24 mediation presided over by Louis Marlin, a respected and experienced mediator of wage and hour class

25
26 ¹ Through this amendment, Plaintiff Marcum dismissed her individual causes of action for
27 discrimination and retaliation originally alleged in the Marcum Class Action, and these individual
28 claims were filed in the First Amended Complaint in the Marcum PAGA Action to add the 8th and 9th
causes of action for discrimination and retaliation previously alleged in the Marcum Class Action.
These individual claims of Plaintiff Marcum continue to be litigated.

1 actions. Following the mediation, each side, represented by its respective counsel, were able to agree to
2 settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
3 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
4 At all times, the negotiations were arm's length and contentious.

5 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
6 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
7 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
8 among other things, that they have properly compensated the Class Members and complied at all times
9 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
10 Defendants contend that class certification is inappropriate for any reason other than for settlement.
11 Plaintiffs contend that Defendants violated California wage and hour laws. Plaintiffs further contend that
12 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
13 certification. Without admitting that class certification is proper, Defendants have stipulated that the
14 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.11.) The Parties agree that
15 certification for settlement purposes is not an admission that class certification is proper. Further, the
16 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
17 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
18 requisites for establishing class certification with respect to the Class are satisfied.

19 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
20 the course of more than two years, Class Counsel diligently evaluated the Class Members' claims against
21 Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with
22 access to necessary information for the Class. In addition, Class Counsel has previously negotiated
23 settlements with other employers in actions involving nearly identical issues and analogous defenses.
24 Based on the informal discovery and their own independent investigation, evaluation and experience,
25 Class Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
26 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
27 circumstances, including the risk of significant delay, the risk that the claims would not be allowed to
28 proceed on a class or representative basis, the defenses asserted by Defendants, and potential appellate

1 issues.

2

3 7. History of Settlement Discussions

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

12 (b) The Parties attended an arms-length mediation session with Louis Marlin, a respected and
13 experienced mediator of wage and hour class actions, in order to reach the Settlement. In preparation for
14 the mediation, Defendants provided Class Counsel with necessary information, including data for the
15 Class. Plaintiffs analyzed the data with the assistance of a damages expert, Berger Consulting, and
16 prepared and submitted a mediation brief and damage valuation to the Mediator. Following the all-day
17 mediation, the Parties agreed to the Settlement, which was memorialized in the form of a Memorandum
18 of Understanding. The final terms of the Settlement were negotiated and set forth in the Agreement.

19 (c) From December 2022 to August 2023, the settlement agreement and exhibits thereto were
20 drafted, finalized and executed, and the Agreement was then presented by motion to this Court for
21 preliminary approval. On February 2, 2024, the Court issued its Order granting preliminary approved of
22 the settlement as fair and reasonable to the Class.

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

25

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

27 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
28 Plaintiffs and the other Class Members. Defendants maintain that their practices complied with all

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

16 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
17 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
18 Defendants argued that the individual experience of each putative class member varied with respect to
19 the claims, which would preclude the claims from proceeding on a class or representative basis. For
20 instance, Plaintiffs' meal and rest period claims would require individualized inquiries into whether each
21 employee took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of
22 other cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43
23 Cal. App. 5th 885 (2019) (denying certification of rest break claims). Finally, even if class certification
24 was successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
25 *National Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide
26 recovery even where a class has been certified. While other cases have approved class certification of
27 wage and hour claims, class certification in this Action would have been hotly disputed and was by no
28 means a foregone conclusion.

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

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
17 to Plaintiffs' claims. The Declaration of Kyle Nordrehaug submitted in support of preliminary approval
18 discussed the value of the class claims in detail. Based upon 103 Class Members who collectively worked
19 14,088 Workweeks, the Gross Settlement Amount provides a value of \$4,665 per Class Member and \$34
20 per Workweek and, after deductions, the Net Settlement Amount provides an average recovery of \$2,550
21 per Class Member and \$18.65 per Workweek. The calculations to compensate for the amount due to the
22 Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger
23 Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and
24 determined the potential maximum damages for the class claims. For the Class, the maximum value of
25 the claim for unpaid wages due to the alleged miscalculation of the regular rate applicable to overtime
26 pay and meal premiums was \$10,117, the maximum value of the claim for unpaid wages due to alleged
27 off-the-clock work for COVID checks was \$86,799, the maximum potential damages for alleged meal
28 period violations were estimated to be only \$296 based upon a 2% violation rate observed in the time

1 records and after deduction of meal premiums paid covering nearly all violations in the records, the
2 maximum potential damages for alleged rest period violations were estimated to be \$1,458,658 based
3 upon an alleged 100% violation rate, and the maximum potential damages for the alleged failure to
4 reimburse business expenses were calculated to be \$102,150 based upon \$30 per month. In total, the
5 damages for the Class were calculated to have a maximum potential total value of \$1,658,019. In
6 addition, Plaintiff calculated that the maximum value of the potential waiting time penalties were
7 \$225,372, and the maximum value of the potential wage statement penalties were \$174,700. Defendant
8 vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement
9 Amount represents more than 28% of Plaintiffs' calculation of the potential maximum damages at issue
10 for the Class in this case, assuming these amounts could all be proven in full at trial.² Importantly, the
11 highest valued claim was the rest period claim which was valued at a 100% violation rate, however, class
12 members certainly received some rest periods so this valuation is likely overstated. The maximum
13 calculations should then be realistically risk rated in consideration for both the risk of class certification
14 and the risk of establishing class-wide liability on all claims. Given the amount of the Settlement as
15 compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.³
16 Clearly, the goal of this litigation has been met.

17 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
18 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
19 defenses both to liability and to class certification. Currently, the maximum and average class member
20 allocation are \$4,948.48 and \$2,565.53, respectively. *See* Bench Decl. ¶ 18. Given the complexities of

21
22 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Nordrehaug at ¶33 submitted in support of the 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 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
2 reasonable and adequate, and should be finally approved.

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

8
9 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

12 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
13 fund settlement to be paid by Defendant to the Class in the amount of Four Hundred Eighty Thousand
14 Dollars (\$480,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an
15 award of attorneys' fees equal to one-third (1/3) of the Total Settlement Amount as the Class Counsel
16 Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval
17 of the Class Counsel Fees Payment in an amount equal to one-third of the Total Settlement Amount.

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

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

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

3 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
4 of the Gross Settlement Amount of \$480,000, which equals \$160,000 for attorneys' fees. As part of the
5 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
6 incurred as per Class Counsel's billing statement in an amount not to exceed \$8,500. Finally, Defendant
7 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
8 \$10,000 each, as their service award under the Agreement.

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

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

25 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
26 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
27 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
28 successful prosecution of the action, were present here. Attorneys' fees in this case were not only

1 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
2 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
3 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
4 multiplier approved in other cases.

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

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

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

20 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
21 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
22 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
23 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
24 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
25 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
26 Counsel advanced more than \$20,000 in costs which could not have been recovered if this case had been
27 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs
28 also undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other

1 potential negative financial ramifications from having sued Defendant on behalf of the Class.
2 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs
3 also support the requested awards.

4 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on the
5 reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
6 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$666,666 is
7 also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
8 **records for Class Counsel evidence that through July 9, 2024, Class Counsel’s total combined**
9 **lodestar is \$297,185**, with significant additional fees still to be incurred to complete final approval and
10 the settlement process. The requested fee award is therefore less than Class Counsel’s total lodestar,
11 representing a “negative multiplier of 0.6. Such a negative multiplier is far below the range of positive
12 multipliers approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051
13 (9th Cir. 2002).⁴ As evidenced by the billing, Class Counsel’s work was efficiently performed and highly
14 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
15 this Court may conclude that the requested award is fair and reasonable and is justified under California
16 law.⁵

17 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative

18
19 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
20 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
21 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *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
2.52 as “fair and reasonable”); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

24 ⁵ Class Counsel’s hourly rates used in the lodestar are also reasonable. Class Counsel’s hourly rates
25 have been approved by Court’s throughout California, including the Courts in the Superior Court of
26 California. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
27 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
28 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 litigation of this sort, is normally entitled to a premium beyond his standard, hourly, non-contingent fee
2 schedule in order to compensate for both the risks and the delay in payment for the simple fact that
3 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
4 here where Class Counsel has prosecuted this case on a contingency basis for over a year. Indeed, if
5 counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys
6 will be discouraged from prosecuting similar cases.

7 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
8 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
9 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
10 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
11 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
12 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
13 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
14 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
15 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
16 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
17 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
18 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
19 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
20 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
21 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
22 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
23 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
24 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
25 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
26 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
27 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
28 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-

1 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
2 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
3 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
4 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
5 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
6 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
7 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
8 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
9 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
10 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
11 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
12 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
13 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
14 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
15 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
16 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
17 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
18 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
19 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
20 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
21 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
22 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
23 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
24 a wage and hour class settlement.

25 12. The contemporaneous billing records for Class Counsel evidence that through July 11,
26 2024, Class Counsel's total combined lodestar is \$297,185, with significant additional fees still to be
27 incurred to complete final approval and the settlement process. (Blumenthal Decl. at ¶12 and Exhibits
28 #3 and 4 (lodestar of \$249,685); Declaration of Eve Howe at ¶ 8 (lodestar of \$47,500).) The requested

1 fee award is therefore less than Class Counsel's total lodestar, representing a "negative multiplier" of 0.6.
2 There will be additional lodestar incurred by Class Counsel to complete the settlement process and
3 manage the settlement distribution and reports. A detailed breakdown of the total fees and the services
4 performed by my firm on this case is attached hereto as Exhibits #3 and 4.⁶ In addition, Class Counsel
5 will be performing significant additional work that is not included in this lodestar amount, including
6 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
7 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
8 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
9 community for similar work and, if this were a commercial matter, these are the charges that would be
10 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
11 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
12 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
13 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
14 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
15 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
16 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
17 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
18 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
19 LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and
20 "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other
21 firms practicing in the Southern District of California.) This survey is useful to show that Class
22 Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of
23 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
24 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
25 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
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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 July 11, 2024.

1 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
2 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
3 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
4 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
5 the currently lodestar incurred. This is far lower than the positive multipliers approved in other cases.
6 The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

7
8 Litigation Expenses

9 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “a Class
10 Counsel Litigation Expense of no more than \$21,000”. Class Counsel requests reimbursement for
11 incurred litigation expenses and costs in the total combined amount of \$20,607.34. The Declaration of
12 Eve Howe at paragraph 17 sets forth expenses incurred in the amount of \$3,231.04. My firm’s billing
13 records evidence total expenses for my firm in the amount of \$17,376.34. These litigation expenses
14 include the expenses incurred for filing fees, mediation expenses, expert fees (Berger Consulting Group),
15 attorney service charges (One Legal), Case Anywhere charges, Lexis charges, and delivery expenses, all
16 of which are costs normally billed to and paid by the client.⁷ The details of the litigation expenses
17 incurred are set forth in Exhibits #3 and 4.⁸ These expenses incurred by my firm were reasonably incurred
18 in the prosecution of the Action.

19
20 Service Award

21 14. For their service as the only class representatives, Plaintiffs should be awarded the agreed
22 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended

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

28 ⁸ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to July 11, 2024.

1 on behalf of the Class. (Agreement at ¶ 56(a).) Defendant has agreed to this payment and there have been
2 no objections to the requested service award. The declarations of Plaintiffs in support of this request are
3 attached hereto as Exhibits #6 and 7. As the representatives of the Class, Plaintiffs performed their duty
4 to the Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during
5 the course of the litigation, responding to numerous requests, searching for documents, working with
6 counsel, and reviewing the settlement documentation. As set forth in the Agreement, the Plaintiffs are
7 also providing a comprehensive release as part of the Settlement, far beyond the class release. The
8 Declaration of the Plaintiffs detail the involvement, stress and risks they undertook as a result of this
9 Action. Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to
10 Defendant, as well as the reputational risk of being “blacklisted” by other future employers for having
11 filed a class action on behalf of fellow former employees. Without the Plaintiffs’ participation,
12 cooperation and information, no other employees would be receiving any benefit. The payment of service
13 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
14 currently awarded range for similar settlements. The requested awards are also reasonable by reference
15 to the amounts that other California courts have found to be reasonable in wage and hour class action
16 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
17 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
18 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
19 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
20 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
21 *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
22 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
23 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
24 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
25 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
26 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
27 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
28 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.

1 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
2 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
3 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
4 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
5 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
6 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
7 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
8 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
9 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
10 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
11 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
12 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
13 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
14 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
15 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
16 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
17 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
18 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
19 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
20 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
21 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
22 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
23 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
24 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
25 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
26 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
27 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
28 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,

1 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
2 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
3 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
4 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
5 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
6 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
7 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
8 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
9 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
10 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
11 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
12 (awarding \$10,000 service award).

13 15. The requested service awards are also reasonable in light of the reputational risk that
14 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
15 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
16 searchable on the internet and may become known to prospective employers when evaluating" them for
17 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
18 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
19 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
20 exists that allows employers to run extensive background searches on potential employees. Companies
21 who provide these services specifically highlight the fact that their services allows employers to weed out
22 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
23 a prospective employee is likely to sue" the employer, through background checks and other means, to
24 screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become
25 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious
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28 ⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

1 culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰
2 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
3 extremely competitive and highly litigious, conducting pre employment background checks has become
4 a necessity."¹¹

5 16. As a result, Class Counsel respectfully requests approval of the application for award of
6 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
7 expenses in the amount of \$20,607.34, and approval of the requested service awards to the Plaintiffs.

8 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
9 The Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP and twenty-five percent (25%) to Lavi & Ebrahimi, LLP.

11
12 I declare under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 11th day of July, 2024, at San Diego, California.

14
15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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26
27 ¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

28 ¹¹ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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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

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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

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

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

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

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

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Awards: Rising Star 2015

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Admitted: 2010, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North America, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198;

Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County

Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. – San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. – San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnight LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior

Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lola Marcum (“Plaintiff Marcum”) and Jose G. Irizarry (“Plaintiff Irizarry”) (collectively as the “Plaintiffs”) and defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means: (1) Plaintiff Marcum’s class action lawsuit alleging wage and hour violations against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03845 (“Marcum Class Action”) initiated on January 31, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (2) Plaintiff Marcum’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendants captioned *Lola Marcum v. Huntsman Advanced Materials Americas LLC; and Huntsman International LLC*, Los Angeles County Superior Court Case No. 22STCV03908 (“Marcum PAGA Action”) initiated on February 1, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; (3) Plaintiff Irizarry’s class action lawsuit alleging wage and hour violations against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV22712 (“Irizarry Class Action”) initiated on July 14, 2022 and pending in the Superior Court of the State of California, County of Los Angeles; and, (4) Plaintiff Irizarry’s lawsuit seeking penalties pursuant to the Private Attorneys’ General Act, (Labor Code §2698, et seq.) against Defendant Huntsman Advanced Materials Americas, LLC captioned *Jose G. Irizarry v. Huntsman Advanced Materials, LLC*, Los Angeles County Superior Court Case No. 22STCV34624 (“Irizarry PAGA Action”) initiated on October 28, 2022 and pending in the Superior Court of the State of California, County of Los Angeles, all of which will be alleged in First Amended Complaint in the Marcum Class Action as the “Operative Complaint”, except for Marcum’s 8th and 9th causes of action in the Marcum Class Action which shall remain as the only claims alleged in the Marcum PAGA Action to be litigated therein and the Parties stipulate to the filing of a First Amended Complaint in the Marcum PAGA Action to allege only these two individual claims.
- 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 Defendants 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 Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC in California and classified as an hourly non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Joseph Lavi and Vincent Granberry of Lavi & Ebrahimi, LLP (“LE Law”).
- 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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without

material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 31, 2018 and continuing through February 17, 2023.
- 1.14. “Class Representative” means the named Plaintiffs 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 Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendants’ expenses.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” mean Huntsman Advanced Materials Americas LLC and Huntsman International LLC.
- 1.18. “Defense Counsel means Christian Keeney and Alis M. Moon of Jackson Lewis P.C.
- 1.19. “Effective Date” means the date by 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 Four Hundred Eighty Thousand Dollars (\$480,000) which is the total amount to be paid by Defendants as provided by this

Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Amount and shall be the separate additional obligation of Defendants.

- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means a Class Member who opts out of the Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. "Operative Complaint" means the First Amended Complaint in the Marcum Class Action to be filed by Plaintiffs as discussed in Paragraphs 2.6 and 2.7.
- 1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. "PAGA Period" means the period of time from November 19, 2020 through February

17, 2023.

- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.34. “PAGA Notice” means the Plaintiff Marcum’s November 19, 2021 letter to Defendants and the LWDA and Plaintiff Jose G. Irizarry’s July 14, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$7,500 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,875) and the 75% to LWDA (\$5,625) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” mean Lola Marcum and Jose G. Irizarry, the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. 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, claims based on facts occurring outside the Class Period, and Plaintiff Marcum’s individual claims alleged in the 8th cause of action for discrimination and retaliation in violation of FEHA and the 9th cause of action for retaliation in violation of California Labor Code Section 1102.5.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: (i) Defendants; (ii) any parent, subsidiary or affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just described in (i)-(ii), in their individual and official capacities; and (iv) any past or

present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii)

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Settlement signed by the Class Member.

1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails a Class Notice Packet to a Class Member or Aggrieved Employee, and shall be the last date on which a Class Member may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

2.1. On January 31, 2022, Plaintiff Marcum commenced the Marcum Class Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles. The Marcum Class Action Complaint asserted claims that Defendants:

- (a) Violated California Business and Professions Code § 17200, *et seq.*;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Discriminated and retaliated against Plaintiff Marcum in violation of FEHA; and
- (i) Retaliated against Plaintiff Marcum in violation of California Labor Code. §1102.5, *et seq.*

2.2. On February 1, 2022, Plaintiff Marcum filed the Marcum PAGA Action.

2.3. On July 14, 2022, Plaintiff Irizarry commenced the Irizarry Class Action by filing a Complaint against Defendant Huntsman Advanced Materials Americas, LLC in the Superior Court of the State of California, County of Los Angeles, Case No. 22STCV22712. The Irizarry Class Action Complaint asserted claims that Defendant:

- (a) Failed to pay wages for all hours worked at minimum wage in violation of California Labor Code §§ 1194 and 1197;
- (b) Failed to pay overtime wages for daily overtime worked in violation of California Labor Code §§ 510 and 1194;
- (c) Failed to authorize or permit meal periods in violation of California Labor Code §§ 512 and 226.7;
- (d) Failed to authorize or permit rest periods in violation of California Labor Code § 226.7;
- (e) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
- (f) Failed to provide complete and accurate wage statements in violation of California Labor Code § 226;
- (g) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
- (h) Violated California Business and Professions Code §17200, *et seq.*

2.4. On October 28, 2022, Plaintiff Irizarry filed the Irizarry PAGA Action.

2.5. On November 10, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, a respected mediator of wage and hour representative and class actions. The Parties reached a settlement agreement at the mediation held on November 10, 2022. The Parties' settlement agreement 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.

2.6. In conjunction with the signing of this Agreement, and for purposes of settlement only, the Parties stipulated to allow Plaintiff Marcum leave to file a First Amended Complaint in the Marcum Class Action seeking to add the claims alleged in the complaint in the Marcum PAGA Action with the claims alleged in the Marcum Class Action, Irizarry Class Action, and Irizarry PAGA Action but dismissing only the 8th and 9th causes of action for discrimination and retaliation in the Marcum Class Action. The Parties also stipulated to allowing Plaintiff Marcum leave to file a First Amended Complaint in the Marcum PAGA Action to add the 8th and 9th causes of action for discrimination and retaliation previously alleged in the Marcum Class Action.

- 2.7. Within five days of filing the Operative Complaint and the First Amended Complaint in the Marcum PAGA Action, Plaintiff Irizarry will file a Request for Dismissal and/or take any other action necessary to dismiss the Irizarry Class Action and Irizarry PAGA Action and Plaintiff Marcum will file a Request for Dismissal of only the PAGA cause of Action alleged in the First Amended Complaint in the Marcum PAGA Action. The Amended Complaint in the Marcum PAGA Action will then consist solely of Plaintiff Marcum's individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code section 1102.5, which will continue to be litigated by the Parties with Plaintiff Marcum asserting different rights in a different capacity. Therefore, Plaintiff Marcum will not be providing a general release or a 1542 waiver. In addition, Plaintiff Irizarry will not be providing a general release or a 1542 waiver.
- 2.8. In conjunction with this agreement, on July 18, 2023 Plaintiffs filed the Operative Complaint against Defendants in the Marcum Class Action asserting claims that Defendants:
- (a) Violated California Business and Professions Code § 17200, *et seq.*;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 - (c) Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.* and 1194;
 - (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 - (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 - (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 - (h) Failed to timely pay earned wages during employment in violation of California Labor Code § 204;
 - (i) Failed to timely pay all earned wages and final paychecks due at time of separation of employment in violation of California Labor Code §§ 201, 202, and 203; and
 - (j) Violated PAGA, Cal. Labor Code §§ 2698, .
- 2.9. Defendants deny the allegations in the Operative Complaint, all underlying Complaints, and Plaintiffs' PAGA Notices, deny any failure to comply with the laws identified in in the Operative Complaint, all underlying Complaints, and Plaintiffs' PAGA Notices, and deny any and all liability for the causes of action alleged.
- 2.10. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*”).

2.11. 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 Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ 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, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

2.12. 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, Defendants promise to pay \$480,000 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 Defendants to the Administrator. Defendants have 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 Defendants.

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 Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs’ 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, Plaintiffs 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 and Plaintiffs

will not have the right revoke the Settlement, and it will remain binding. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment. Plaintiff Marcum's individual claims for discrimination and retaliation alleged in the 8th and 9th cause of action are not being released.

- (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 \$160,000, and a Class Counsel Litigation Expenses Payment of not more than \$21,000. Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to BNBD and twenty-five percent (25%) to LE Law. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs 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 and Class Counsel will not have the right to revoke the Settlement, and it will remain binding. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$8,750 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 \$8,750, 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 \$7,500 to be paid from the Gross Settlement Amount, with 75% (\$5,625) allocated to the LWDA PAGA Payment and 25% (\$1,875) 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 (\$7,500) 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 is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 103 Class Members who collectively worked a total of 14,088 Workweeks, and 69 Aggrieved Employees who worked a total of 3,069 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund 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 Payments.
- 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 Defendants 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 Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their 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 or Plaintiffs' PAGA Notice (collectively "Plaintiffs' Release"), but expressly excluding Plaintiff Marcum's individual claims for discrimination and retaliation in violation of FEHA and for retaliation in violation of Labor Code 1102.5 as alleged in the Marcum Class Action which have not been settled and are not being released. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Neither Plaintiff is providing a general release of claims or a 1542 release against the Released Parties.
 - 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
 - 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.

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

7.1. Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants 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 their Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiffs’ Responsibilities. Plaintiffs 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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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 or the Administrator. In their Declarations, Plaintiffs and Class Counsel 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 60 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 to state and federal tax authorities.

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation 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 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 Report must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiffs are 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 their records, Defendants estimated that at the time of mediation, there were approximately 15,000 Workweeks. The Gross Settlement Amount will increase proportionally with added

Workweeks if the actual number of Class Members and/or Workweeks in the Class Period is more than 10% of the estimated Workweeks stated herein. For example, if the number of workweeks has increased to 16,650, which is 11% higher, the gross settlement amount will be increased by \$4,800 (i.e., 1%).

10. DEFENDANTS' 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, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of their 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, Plaintiffs 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(1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs 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 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 Class Representative Service Payments, 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 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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. Plaintiffs, Class Counsel, Defendants 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. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. Press Release. Class Counsel agrees not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market the settlement or any of the terms of the Settlement through written, recorded or electronic communications.
- 13.4. 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.
- 13.5. 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.
- 13.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

- 13.7. 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.
- 13.8. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.9. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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.
- 13.10. 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.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. 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.
- 13.13. 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.
- 13.14. 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.
- 13.15. 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 Defendants 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.

- 13.16. 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.
- 13.17. 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.
- 13.18. 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

Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Lavi & Ebrahimian, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211
Tel.: (310) 432-0000
Fax: (310) 432-0001
E-Mail: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
mhuether@lelawfirm.com
wht3@lelawfirm.com

To Defendants:

Christian Keeney
Alis M. Moon
Jackson Lewis P.C.
200 Spectrum Center Drive
Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360
Email:
christian.keeney@jacksonlewis.com
alis.moon@jacksonlewis.com

13.19. 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.

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on November 10, 2022 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.21. 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: Aug 4, 2023

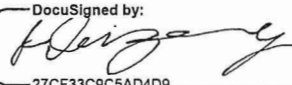


Lola Marcum (Aug 4, 2023 14:06 PDT)

Plaintiff Lola Marcum

Dated: _____

Dated: August 17, 2023

DocuSigned by:

27CF33C9C5AD4D9

Plaintiff Jose G. Irizarry

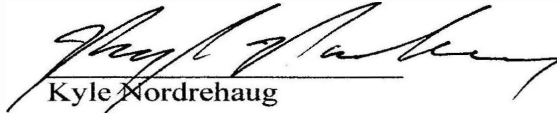
Dated: 2023Sept20



Peter Jordan [name]

For Defendants Huntsman Advanced Materials Americas, LLC
and Huntsman International, LLC

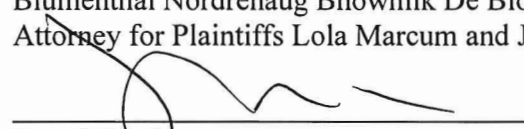
Dated: 8/16/23



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: 8/16/23



Joseph Lavi

Vincent Granberry

Lavi & Ebrahimian, LLP

Attorney for Plaintiffs Lola Marcum and Jose G. Irizarry

Dated: 9/21/2023



Christian Keeney

Alis M. Moon

Jackson Lewis P.C.

Attorney for Defendants Huntsman Advanced Materials
Americas LLC and Huntsman International LLC

EXHIBIT A

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

EXHIBIT “A”

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

*Marcum v. Huntsman Advanced Materials Americas LLC, et al., Superior Court of the State
of California, County of Los Angeles, Case No. 22STCV03845*

*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 and PAGA action (“Action”) filed against Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiffs Lola Marcum and Jose G. Irizarry (collectively, “Plaintiffs”) and seeks payment of wages and other relief on behalf of all individuals who were employed by Defendants in California and classified as an hourly non-exempt employee at any time between January 31, 2018 and February 17, 2023 (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time between November 19, 2020 and February 17, 2023 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a settlement requiring Defendants to fund Individual Class Payments to Class Members (“Class Settlement”), and (2) a settlement requiring Defendants to fund payments under the Private Attorneys’ General Act (“PAGA”) (“PAGA Penalties”) to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees (“PAGA Settlement”).

Based on Defendants’ records, and the parties’ current assumptions, **your payment under the Class Settlement is estimated to be <<\$ _____>> (less withholding)** (“Individual Class Payment”), **and your share of the PAGA Penalties under the PAGA Settlement is estimated to be <<\$ _____>>** (“Individual PAGA Payment”). 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 Defendants’ records you are not eligible for that payment.)

The above estimates are based on Defendants’ records showing that **you worked << _____>> workweeks** between January 31, 2018 and February 17, 2023 (“Class Period”) and **you worked << _____>> pay periods** between November 19, 2020 and February 17, 2023 (“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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to be a part of any other lawsuit against Defendants involving the same or similar legal claims as the ones in this case, and will release all such claims as described 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 wage claims involving the same or similar legal claims as the ones in this case against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

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

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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants 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 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 Written Objections Must be Submitted by the Response Deadline _____	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 and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs 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 1 before Judge Stuart M. Rice. 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 Individual PAGA Payment (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 Defendants’ 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 this action about?

Plaintiffs are and/or were employees of Defendants. The Action accuses Defendants 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 timely provide wages when due, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act (“PAGA”) for these alleged violations.

Defendants deny that they have done anything wrong and dispute all the claims in the Action.

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

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. 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. Defendants have agreed to pay an “all in” amount of **Four Hundred Eighty Thousand Dollars (\$480,000) (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 Payments, 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 Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than 30 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 Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members and Individual PAGA Payments (if any).

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, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$8,750, 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 \$160,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$21,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs 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 Payments. Class Representative Service Payments in an amount not more than \$10,000 each to the Plaintiffs as a service award, which is a total of \$20,000 for service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$7,500 relating to Plaintiffs' claim under PAGA, \$5,625 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$1,875 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 (\$1,875) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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 \$262,750. 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 Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendants' records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of

each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties 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 Defendants' 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 and Individual PAGA Payment (if any) 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. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

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 will be sent 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 _____ ("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 Defendants.

Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period (*i.e.*, January 31, 2018 and February 17, 2023).

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 Defendants 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 Defendants fully fund the entire Gross Settlement Amount, 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 facts stated in the Operative Complaint and Plaintiffs’ PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: (i) Defendants; (ii) any parent, subsidiary or affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just described in (i)-(ii), in their individual and official capacities; and (iv) any past or present predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit plans, operating units, divisions, agents, representatives, officers, directors, partners, employees, fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii).

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.

Defendants’ records reflect that you worked <<_____>> Workweeks during the Class Period (January 31, 2018 through February 17, 2023).

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

Defendants’ records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (November 19, 2020 through February 17, 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 Defendants' calculation of Workweeks based on Defendants' 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 Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

Your check(s) 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 Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$7,500, of which \$1,875 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 *Marcum v. Huntsman Advanced Materials Americas LLC* 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 *Marcum*

v. Huntsman Advanced Materials Americas LLC, Case No. 22STCV03845. 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 Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. 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 the Administrator's website: _____, or the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV03845.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs 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, *Marcum v. Huntsman Advanced Materials Americas LLC*, Case No. 22STCV03845, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group, Inc.

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
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COUNSEL FOR DEFENDANTS:

Christian Keeney
Alis M. Moon
Jackson Lewis P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
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alis.moon@jacksonlewis.com

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 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Stuart M. Rice. 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 Plaintiffs. 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 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. 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. 22STCV03845.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Marcum v. Huntsman Advanced Materials Americas LLC* 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 awards, the motion for final approval or other Settlement documents on the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information above. 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. 22STCV03845. 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 event, 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

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California as private
attorneys general, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV03908
[Consolidated with Case No. 22STCV22712]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: January 31, 2022
Trial Date: Not set

This matter came before the Honorable Stuart M. Rice 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 Plaintiffs Lola Marcum and Jose G. Irizarry ("Plaintiffs") for preliminary

PRELIMINARY APPROVAL ORDER

1 approval of the Settlement with Defendants Huntsman International LLC and Huntsman
2 Advanced Materials Americas LLC (“Defendants”). The Court, having considered the briefs,
3 argument of counsel and all matters presented to the Court and good cause appearing, hereby
4 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

5
6 **IT IS HEREBY ORDERED:**

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

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

15 3. The Gross Settlement Amount that Defendants shall pay is Four Hundred Eighty
16 Thousand Dollars (\$480,000). It appears to the Court on a preliminary basis that the settlement
17 amount and terms are fair, adequate and reasonable as to all potential Class Members when
18 balanced against the probable outcome of further litigation and the significant risks relating to
19 certification, liability and damages issues. It further appears that investigation and research have
20 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
21 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
22 by all Parties, as well as avoid the delay and risks that would be presented by the further
23 prosecution of the Action. It further appears that the Settlement has been reached as the result of
24 serious and non-collusive, arm’s-length negotiations.

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

1 preliminarily finds that the monetary settlement awards made available to the Class are fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation and the
3 significant risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$21,000, and
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
7 \$10,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
8 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
9 evidence supporting these requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who were employed by Defendants Huntsman International LLC and Huntsman
15 Advanced Materials Americas LLC in California and classified as a hourly non-exempt employee
16 at any time during the Class Period." The "Class Period" is January 31, 2018 and continuing
17 through February 17, 2023.

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

1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
3 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Joseph Lavi and Vincent Granberry of
4 Lavi & Ebrahimian, LLP as Class Counsel for the Class.

5 9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
6 of \$7,500, which shall be allocated \$5,625 to the Labor & Workforce Development Agency
7 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$1,875 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who were employed by Defendants in California and classified as a
10 non-exempt employee at any time during the PAGA Period (November 19, 2020 through February
11 17, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
12 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
13 reasonable.

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

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

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

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement, and may present
23 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
24 and determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections
26 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
27 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
28

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

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

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

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

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

IT IS SO ORDERED.

Dated: _____

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY,
on behalf of the State of California as private
attorneys general, and as individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HUNTSMAN ADVANCED MATERIALS
AMERICAS LLC, a Limited Liability
Company; HUNTSMAN INTERNATIONAL
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV03908
[Consolidated with Case No. 22STCV22712]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: January 31, 2022
Trial Date: Not set

1 The unopposed Plaintiffs Lola Marcum and Jose G. Irizarry (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendants Huntsman International LLC and Huntsman Advanced Materials Americas LLC
4 (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Stuart M. Rice.

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 Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Eighty
16 Thousand Dollars (\$480,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 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 Louis Marlin, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs 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 Payments**

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

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$7,500, which shall be allocated \$5,625 to the Labor & Workforce Development
11 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$1,875 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
14 (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA
16 Period Pay Periods. “Aggrieved Employees” are all individuals who were employed by
17 Defendants in California and classified as a non-exempt employee at any time during the PAGA
18 Period (November 19, 2020 through February 17, 2023). Pursuant to Labor Code section 2699,
19 subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement terms
20 and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

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

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

26 All individuals who were employed by Defendants Huntsman International LLC
27 and Huntsman Advanced Materials Americas LLC in California and classified as a
28 hourly non-exempt employee at any time during the Class Period (January 31, 2018
through February 17, 2023).

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 Defendants, Plaintiffs or members of the Class.

10 5. The payment of Class Representative Service Payments in the amount of \$_____ to each of the Plaintiffs is approved.

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

13 7. The PAGA Penalties of \$7,500 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 Defendants, nor is
19 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
20 any wrongdoing by Defendants or that this Action is appropriate for class or representative
21 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
22 the Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
24 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
25 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
26 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
27 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
28

1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class 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 Plaintiffs 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 Plaintiffs, 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.

1 4. Effective on the date when Defendants fully fund the entire Gross Settlement
2 Amount, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
3 release claims against all Released Parties as follows:

4 (a) All Participating Class Members, on behalf of themselves and their
5 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
6 and assigns, release Released Parties from the Released Class Claims. The “Released Class
7 Claims” are all claims that were alleged, or reasonably could have been alleged, based on facts
8 stated in the Operative Complaint which occurred during the Class Period. 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, claims based on
12 facts occurring outside the Class Period, and Plaintiff Marcum’s individual claims alleged in the
13 8th cause of action for discrimination and retaliation in violation of FEHA and the 9th cause of
14 action for retaliation in violation of California Labor Code Section 1102.5.

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

24 (c) Plaintiffs and their respective former and present spouses, representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge
26 Released Parties from all claims, transactions, or occurrences that occurred during the Class
27 Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
28

1 alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that
2 were, or reasonably could have been, alleged based on facts contained in the Operative Complaint
3 or Plaintiffs' PAGA Notice (collectively "Plaintiffs' Release"), but expressly excluding Plaintiff
4 Marcum's individual claims for discrimination and retaliation in violation of FEHA and for
5 retaliation in violation of Labor Code 1102.5, as fully set forth in the Agreement.

6 (d) The Released Parties are: (i) Defendants; (ii) any parent, subsidiary or
7 affiliate of Defendants; (iii) any past or present officer, director or employee of the entities just
8 described in (i)-(ii), in their individual and official capacities; and (iv) any past or present
9 predecessors, parents, subsidiaries, affiliates, owners, shareholders, members, managers, benefit
10 plans, operating units, divisions, agents, representatives, officers, directors, partners, employees,
11 fiduciaries, insurers, attorneys, successors or assigns of the entities just described in (i)-(iii).

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

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

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

23
24 Dated: _____

25 _____
26 HON. STUART M. RICE
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
28

EXHIBIT #3

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

JULY 10, 2024

LOLA MARCUM

FILE NUMBER: CA2543.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/19/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS.	3.90	850	3,315.00
10/22/21	ND	REVIEW AND ANALYZE DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING WORKPLACE RETALIATION AND DFEH CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. CALL WITH PLAINTIFF REGARDING FACTS.	3.70	850	3,145.00
10/25/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAYSTUBS FOR WAGE STATEMENT AND REGULAR RATE CLAIMS. LEGAL RESEARCH REGARDING THE SAME CONFERENCE WITH PLAINTIFF TO OBTAIN FACTS FOR COMPLAINT.	4.50	850	3,825.00
11/02/21	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.60	850	3,910.00
11/06/21	ND	REVIEW ARBITRATION AGREEMENT TERMS. ANALYZE AND RESEARCH RECENT COURT DECISIONS REGARDING ARBITRATION AND ENFORCEMENT. RESEARCH PROCEDURAL AND SUBSTANTIVE	4.10	850	3,485.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		UNCONSCIONABILITY ISSUES. UPDATE PLAINTIFF.			
11/12/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. DISCUSS COMPLAINT AND LAWSUIT WITH PLAINTIFF. FOLLOW UP FOR APPROVAL.	4.50	850	3,825.00
11/17/21	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW. REVIEW COMPLAINT AND CASE FILE.	2.00	850	1,700.00
11/18/21	ND	REVIEW AND ANALYZE PAY STUBS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	2.00	850	1,700.00
12/22/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
12/30/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
01/28/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	2.50	675	1,687.50
01/31/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT	2.75	675	1,856.25
01/31/22	RE	[CLASS] DRAFT SUMMONS, CIVIL CASE COVER SHEET, ADDENDUM/STATEMENT OF LOCATION	0.60	675	405.00
01/31/22	RE	[CLASS] REVIEW & FINALIZE CLASS ACTION COMPLAINT; FILE IN LA SUP. CT.	0.70	675	472.50
01/31/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.50	675	2,362.50
01/31/22	ND	REVIEW AND ANALYZE COURT DOCKET. ANALYZE PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	2.20	850	1,870.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/01/22	RE	[PAGA] DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION	0.60	675	405.00
02/01/22	RE	REVIEW PAGA ONLY COMPLAINT PACKAGE; FILE IN L.A. SUP. CT.	0.75	675	506.25
02/01/22	RE	[CLASS] REVIEW COURT-RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.60	675	405.00
02/01/22	RE	[PAGA] REVIEW COURT-RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
02/04/22	CL	EMAIL FROM L. MARCUM RE: COMPENSATION IN FORM OF ELIGIBLE PAY AND 401K.	0.20	750	150.00
02/04/22	CL	NOTICE OF CMC.	0.20	750	150.00
02/14/22	CL	EMAIL TO/FROM CLIENT REGARDING PAGA RECOVERY AND ARBITRATION.	0.20	750	150.00
02/23/22	CL	REVIEW AND ANALYZE ORDER RE: NEWLY FILED CLASS ACTION; RESEARCH RE AGENT FOR SERVICE OF PROCESS RE: BOTH DEFENDANTS FOR PURPOSES OF SERVICE; SERVE ORDER ON DEFENDANTS.	0.40	750	300.00
02/23/22	CL	REVIEW AND ANALYZE INITIAL STATUS CONFERENCE ORDER FOR JUDGE BUCKLEY.	0.30	750	225.00
03/03/22	CL	REVIEW AND ANALYZE EMAIL FROM A. MOON REGARDING REPRESENTATION OF DEFENDANT; EMAIL TO A. MOON RE: ELECTRONIC SERVICE AGREEMENT AND NOTICE	0.60	750	450.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		OF ACKNOWLEDGMENT OF SERVICE OF SUMMONS AND COMPLAINT; DISCUSS WITH RICO RE: SAME; REVIEW AND ANALYZE INITIAL STATUS CONFERENCE ORDER REGARDING SERVICE.			
03/09/22	ASC	DRAFT PROOF OF SERVICE TEMPLATE	0.20	250	50.00
03/14/22 06	VR	CORRESPONDENCE TO DEFENDANT RE SERVICE; REVIEW STATUS OF SERVICE; ADVISE RE	0.50	750	375.00
03/16/22	RE	PROVIDE NOTICE TO LWDA/UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
03/16/22	RE	PREPARE INTIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION; PREPARE NOTICE AND ACKNOWLEDMENT OF RECEIPT; EMAIL SERVICE DOCUMENTS TO ALIS MOON; INSTRUCT STAFF TO SEND HARD COPY	0.75	675	506.25
03/16/22	RE	PREPARE INTIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ONLY ACTION; PREPARE NOTICE AND ACKNOWLEDMENT OF RECEIPT; EMAIL SERVICE DOCUMENTS TO ALIS MOON; INSTRUCT STAFF TO SEND HARD COPY	0.75	675	506.25
04/05/22	RE	PREPARE POS-010 PROOF OF SERVICE OF SUMMONS FORM FOR BOTH DEFENDANTS RE CLASS ACTION; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FILE IN LA SUP. CT.; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.75	675	506.25
04/11/22	RE	FOLLOW UP W DEFENSE COUNSEL RE EXECUTED COPY OF NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE	0.20	675	135.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PAGA ONLY ACTION			
04/14/22	AR	REVIEW AND OUTLINE FILE FOR STATUS; DRAFT SUMMARY IN ADVANCE OF MEET AND CONFER DEADLINE.	0.80	550	440.00
04/15/22	RE	FOLLOW UP W ALIS MOON RE EXECUTED NOTICE AND ACKNOWLEDGMENT OF RECEIPT RE SERVICE OF PROCES OF SUMMONS, COMPLAINT ETC.	0.20	675	135.00
04/15/22	RE	PREPARE POS-010 PROOF OF SERVICE FORM FOR TWO DEFENDANTS; ATTACH NOTICE AND ACKNOWLEDGMENT OF RECEIPT; FILE IN LA SUP. CT.; MEMO TO FIRM RE PAGA ONLY ACTION	0.60	675	405.00
04/19/22	AR	REVIEW FILE FOR STATUS IN ADVANCE OF DISCOVERY; DRAFT MULTIPLE CORRESPONDENCE WITH AC AND ND REGARDING CLAIMS.	0.80	550	440.00
04/19/22	ASC	DRAFT DISCOVERY SHELLS, BW NOTICE AND PROTECTIVE ORDER FOR CLASS AND PAGA	2.00	250	500.00
04/20/22	AR	REVIEW FILE; MULTIPLE FOLLOW UP CORRESPONDENCE REGARDING DRAFTING DISCOVERY.	0.50	550	275.00
04/28/22	ASC	CONTACT SUPPORT TO LAUNCH CASE ON CASEANYWHERE	0.50	250	125.00
04/29/22	ASC	FOLLOW UP TO CONFIRM CASE LAUNCHED ON CASWEANYWHERE	0.20	250	50.00
05/02/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE CMC, MEDIATION, AND DISCOVERY; REVIEW COMPLAINT AND CASE NOTES; REVIEW STATUS OF CASE AND COURT'S ORDERS; ADVISE AJB AND AGR	2.00	750	1,500.00
05/02/22	VR	DRAFT JOINT CMC STATEMENT;	2.00	750	1,500.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10		REVIEW COMPLAINT AND CASE NOTES; REVIEW DOCUMENTS; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE AGR			
05/05/22	AR	RECEIVE AND REVIEW ORDERS; RESEARCH LOCAL RULES REGARDING DECLINING MAGISTRATE; REVIEW NOTICE OF APPEARANCE; DRAFT CORRESPONDENCE REGARDING SCHEDULING CONFERENCE.	0.80	550	440.00
05/05/22	ASC	EMAIL EXCHANGE WITH TG RE REMOVAL OF CASE, REMAND DEADLINES AND CALENDARING DATES	0.50	250	125.00
05/05/22	ASC	DRAFT, FINALIZE AND FILE NOTICE OF APPEARANCE FOR AGR AND VBR	1.00	250	250.00
05/05/22	ASC	RESEARCH PROCEDURE RE DECLINATION OF MAGISTRATE	1.00	250	250.00
05/10/22 06	VR	CORRESPONDENCE TO DEFENDANT RE CMC AND REMOVAL; REVIEW COURT'S DOCKET AND COURT'S ORDERS; REVIEW CMC STATEMENT; FOLLOW UP	1.40	750	1,050.00
05/13/22	ASC	MONITOR STATE COURT'S WEBSITE RE PENDING DATES, EMAIL TG RE ISC TAKEN OF CALENDAR	0.50	250	125.00
05/16/22	AR	REVIEW ORDERS AND DOCKET FOR STATUS; DRAFT FOLLOW UP CORRESPONDENCE WITH CJ REGARDING CALENDARING.	0.50	550	275.00
05/17/22	AR	REVIEW FILE AND DOCKET FOR STATUS; DRAFT, FILE AND SERVE CASE MANAGEMENT STATEMENT.	1.00	550	550.00
05/18/22 17	VR	REVIEW & REVISE STIPULATION TO STAY CASE; REIVEW MOTION FOR REMAND DEADLINE; CORRESPONDENCE TO DEF	1.50	750	1,125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/25/22 06	VR	CORRESPONDENCE TO DEFENDANT RE MOTION FOR REMAND, STIPULATION TO REMAND, AND MOTION TO COMPEL ARBITRATION; REVIEW STATUS OF CASE AND COURT'S ORDERS	1.00	750	750.00
05/26/22	ASC	COMBINE, PREPARE AND BATES STAMP PLAINTIFF'S DOCUMENTS FOR MEDIATION	1.00	250	250.00
05/31/22 14	VR	LEGAL RESEARCH RE REMOVAL BASED ON INDIVIDUAL AMOUNT IN CONTROVERSY AND REMAND; REVIEW RELATED CASES	2.00	750	1,500.00
05/31/22 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE REMAND MOTION AND MOTION TO COMPEL ARBITRATION; REVIEW ARBITRATION AGREEMENT; ADVISE KN AND AJB	2.40	750	1,800.00
05/31/22	CJ	RESEARCH STATUS OF PAGA ACTION IN PREPARATION FOR CMC HEARING	1.00	550	550.00
06/01/22	CJ	PREPARE FOR AND APPEAR AT CMC, MEMORILIZE SAME TO FIRM	1.50	550	825.00
06/01/22	ASC	RESEARCH AND DOWNLOAD SAMPLE RE MOTION TO REMAND	0.50	250	125.00
06/02/22 10	VR	DRAFT MOTION FOR REMAND; LEGAL RESEARCH RE PUNITIVE DAMAGES AND EMOTIONAL DISTRESS CLAIMS	5.00	750	3,750.00
06/03/22 15	VR	REVIEW COURT'S ORDER RE REMAND; REVIEW NEXT STEPS; CORRESPONDENCE TO DEF RE MEET AND CONFER	2.00	750	1,500.00
06/06/22	AR	REVIEW AND OUTLINE DOCUMENTS IN ADVANCE OF DRAFTING MEDIATION DATA REQUEST; CREATE EXHIBIT BOOK.	2.20	550	1,210.00
06/07/22	AR	REVIEW ADDITIONAL DOCUMENTS	1.20	550	660.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND COMPLAINT; DRAFT MEDIATION DATA REQUEST.			
06/07/22	AR	REVISE, FINALIZE AND SERVE MEDIATION DATA REQUEST.	0.40	550	220.00
06/14/22 12	VR	TELEPHONE CONFERENCE WITH DEF RE STATUS OF CASE AND NEXT STEPS BASED ON REMAND; PREP; FOLLOW UP	1.20	750	900.00
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		8.20 hr @ 550.00	\$		4,510.00
ADOLFO SANCHEZ CONTRERAS		7.40 hr @ 250.00	\$		1,850.00
CHARLOTTE JAMES		2.50 hr @ 550.00	\$		1,375.00
CHRISTINE LEVU		1.90 hr @ 750.00	\$		1,425.00
NICK DEBLOUW		31.50 hr @ 850.00	\$		26,775.00
RICO EHMANN		16.15 hr @ 675.00	\$		10,901.25
SCOTT BLUMENTHAL		5.60 hr @ 450.00	\$		2,520.00
VICTORIA RIVAPALACIO		21.00 hr @ 750.00	\$		15,750.00
TOTAL PROFESSIONAL SERVICES			94.25		<u>\$ 65,106.25</u>
COSTS ADVANCED					
11/19/21	PAGA FILING FEE				75.00
02/01/22	ONELEGAL/FILING FEE				1,494.01
02/01/22	ONELEGAL/FILING FEE				464.51
04/06/22	ONELEGAL/FILING FEE				42.72
04/06/22	ONELEGAL/FILING FEE				17.19
04/15/22	ONELEGAL/FILING FEE				<u>17.19</u>
TOTAL COSTS ADVANCED					<u>\$ 2,110.62</u>
TOTAL CURRENT CHARGES					<u>\$ 67,216.87</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/10/2024
Due On: 08/09/2024

Lola Marcum
212 W Garfield Ave Apt 107
Glendale, CA 91204

CA2543

Huntsman Advanced

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/25/2022	Serve notice of continued ISC via caseanywhere	0.50	\$250.00	\$125.00
Service	07/26/2022	Correspondence with Opposing Counsel: review status of case and status of mediation; review related action and status of settlement; correspondence to Def	1.10	\$750.00	\$825.00
Service	07/27/2022	Download complaint of related case and email to VBR	0.50	\$250.00	\$125.00
Service	08/10/2022	Review file for status; draft initial status conference report; multiple correspondence with opposing counsel regarding the same.	1.60	\$550.00	\$880.00
Service	08/10/2022	Review file for status of electronic service provider; draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	08/11/2022	Review and revise JPA. Analyze overlap with related case. Conference with Plaintiff to discuss and explain JPA terms and procedure. Status update.	1.50	\$850.00	\$1,275.00
Service	08/12/2022	Follow up correspondence with opposing counsel regarding joint statement.	0.40	\$550.00	\$220.00
Service	08/12/2022	Revise, finalize, file and serve joint statement.	0.80	\$550.00	\$440.00
Service	08/12/2022	Analyze related case issues. Draft/exchange corr w/ co-counsel. Finalize JPA.	2.00	\$895.00	\$1,790.00
Service	08/17/2022	Review docket for status of CMC; draft follow up correspondence regarding appearance.	0.50	\$550.00	\$275.00

Service	08/18/2022	Receipt and review Minute Order Continuing Initial Status Conference.	0.20	\$750.00	\$150.00
Service	08/19/2022	Receive and review order; multiple correspondence regarding appearance at CMC.	0.50	\$550.00	\$275.00
Service	09/20/2022	Analyze pay stubs for vacation pay and late payment of wages claims under Cal. Lab. Code section 204. Research law and previous settlements for similar claims. Status update to Plaintiff.	3.20	\$850.00	\$2,720.00
Service	09/23/2022	Review file and correspondence for status of mediation data; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	09/26/2022	Review file for status of mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	10/06/2022	Review and analyze attorney client privileged documents.	0.30	\$750.00	\$225.00
Service	10/06/2022	Review documents for production; multiple correspondence with AC regarding the same.	0.70	\$550.00	\$385.00
Service	10/06/2022	Confirm P's documents organized and bates stamped for upcoming mediation	2.00	\$250.00	\$500.00
Service	10/17/2022	Review court docket and discovery to date. Analyze data produced by Defendant for mediation purposes. Analyze all company wage and hour policy documents. Conference with Plaintiff to discuss individual claims and facts for mediation brief. Prepare for mediation.	5.20	\$850.00	\$4,420.00
Service	10/26/2022	Review folder for status of documents; follow up correspondence with opposing counsel regarding mediation data.	0.50	\$550.00	\$275.00
Service	10/26/2022	Review and outline arbitration agreement; draft summary for review by AB.	0.60	\$550.00	\$330.00
Service	10/26/2022	Review all paystub exemplars for overtime and 226(a) claims. Legal research regarding recent Court opinions for 226 violations and actual injuries.	3.90	\$850.00	\$3,315.00
Service	10/28/2022	Follow up correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	10/28/2022	Research previous settlements with similar workweeks and claims for mediation valuation. Review Plaintiffs individual retaliation claims, research damages.	3.90	\$850.00	\$3,315.00
Service	10/29/2022	Review facts and law. Draft mediation brief. Provide status update to Plaintiff.	6.20	\$850.00	\$5,270.00
Service	10/31/2022	Review tentative rulings regarding arbitration under CAA; draft summary correspondence with AB regarding the same.	0.70	\$550.00	\$385.00
Service	11/01/2022	Review case demographics and status of expert	1.80	\$850.00	\$1,530.00

		damage and penalty report. Draft MOU for mediation.			
Service	11/03/2022	Draft/send corr to mediator re status of brief. Draft mediation brief.	2.00	\$895.00	\$1,790.00
Service	11/04/2022	Update Bates stamped documents for mediation	0.50	\$250.00	\$125.00
Service	11/05/2022	Review and analyze all mediation materials, including expert report and all exhibits attached to mediation brief. Prepare for mediation.	2.70	\$850.00	\$2,295.00
Service	11/07/2022	Advise expert on finalization of exposure analysis.	1.00	\$895.00	\$895.00
Service	11/07/2022	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	11/09/2022	Draft/file mediation brief.	5.00	\$895.00	\$4,475.00
Service	11/09/2022	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	11/10/2022	Analyze settlement, advise AJ.	1.50	\$995.00	\$1,492.50
Service	11/10/2022	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	11/10/2022	Attend mediation	8.00	\$450.00	\$3,600.00
Service	11/30/2022	Review and outline MOU; multiple correspondence with CTL regarding settlement approval.	0.40	\$550.00	\$220.00
Service	12/02/2022	Receipt and review revised memorandum of understanding in preparation for settlement agreement.	0.30	\$750.00	\$225.00
Service	12/02/2022	Review mediation notes and results. Review and analyze MOU terms. Conference with Plaintiff to discuss mediation and MOU terms. Send for signature. Follow up calls and emails to obtain signature.	1.60	\$850.00	\$1,360.00
Service	12/05/2022	Prepare for Joint Case Management Statement related to the remaining individual claims.	0.20	\$750.00	\$150.00
Service	12/05/2022	Review and outline orders for status; draft post mediation status report; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	12/05/2022	Revise, finalize, file and serve joint statement.	0.60	\$550.00	\$330.00
Service	12/07/2022	Review and analyze Memorandum of Understanding; Discuss with Andy re: amended pleadings and settlement agreement.	0.60	\$750.00	\$450.00
Service	12/07/2022	Teleconference with CTL regarding settlement agreement and consolidated complaint.	1.00	\$550.00	\$550.00
Service	12/07/2022	Review file for status; correspondence with ND and SB regarding additional reps.	0.40	\$550.00	\$220.00
Service	12/07/2022	Review and outline MOU and pleadings in advance of	1.20	\$550.00	\$660.00

		drafting settlement agreement.			
Service	12/07/2022	Correspondence with co-counsel regarding operative complaints; receive and review.	0.80	\$550.00	\$440.00
Service	12/08/2022	Review file and docket for status of status conference; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	12/08/2022	Review and outline MOU and dockets from other three matters subject to settlement in preparation for drafting settlement agreement.	1.40	\$550.00	\$770.00
Service	12/09/2022	Review and outline complaints from co-counsel; draft correspondence with RE regarding amended complaint.	0.50	\$550.00	\$275.00
Service	12/09/2022	Complete initial draft of settlement agreement; correspondence with CTL regarding the same.	3.00	\$550.00	\$1,650.00
Service	12/09/2022	Review and analyze Minute Order re Mediation Status Conference and ISC.	0.20	\$750.00	\$150.00
Service	12/09/2022	Draft stipulation to consolidate and file a first amended consolidated complaint	1.00	\$250.00	\$250.00
Service	12/12/2022	Review and outline status conference statements in preparation for status conference.	0.60	\$550.00	\$330.00
Service	12/12/2022	Review order from court; follow up correspondence regarding status conference.	0.40	\$550.00	\$220.00
Service	12/13/2022	Discuss long for settlement agreement with A. Ronan.	0.90	\$750.00	\$675.00
Service	12/13/2022	Review and outline pleadings and MOU, draft stipulation to consolidate case and for leave to file first amended consolidate complaint.	1.30	\$550.00	\$715.00
Service	12/13/2022	Teleconference with CTL regarding stipulation to consolidate and draft settlement agreement.	0.70	\$550.00	\$385.00
Service	12/14/2022	Revise Long Form Settlement Agreement.	3.60	\$750.00	\$2,700.00
Service	12/19/2022	Discuss with Norm and AJ re: settlement of individual claims and seeking approval of settlement.	0.40	\$750.00	\$300.00
Service	12/19/2022	Review settlement issues and final MOU; discuss with partners	0.50	\$950.00	\$475.00
Service	12/20/2022	Review file/operative complaints/settlement agreement; begin drafting amended consolidated complaint	3.50	\$675.00	\$2,362.50
Service	12/20/2022	Draft revisions to stipulation for leave to file FACC; follow up correspondence with CTL regarding the same.	0.40	\$550.00	\$220.00
Service	12/20/2022	Multiple correspondence with RE regarding amended complaint.	0.20	\$550.00	\$110.00
Service	12/20/2022	Review long form, analyze for final.	2.50	\$995.00	\$2,487.50

Service	01/16/2023	Review and revise long form. Advise CL.	2.25	\$995.00	\$2,238.75
Service	01/30/2023	Review email from C Levu re consolidated complaint; review updated settlement agreement; draft & revise prior consolidated complaint draft per updated settlement agreement	3.50	\$675.00	\$2,362.50
Service	01/31/2023	Phone conference with C Levu re FACC draft; edit & revise FACC draft; create redline; email to C Levu re summary of FACC draft	2.50	\$675.00	\$1,687.50
Service	01/31/2023	Revise Long Form Settlement Agreement.	0.80	\$750.00	\$600.00
Service	01/31/2023	Revise First Amended Consolidated Class and Representative Action Complaint.	0.50	\$750.00	\$375.00
Service	02/01/2023	Review long form, analyze.	1.50	\$995.00	\$1,492.50
Service	02/03/2023	Revise Long Form Settlement Agreement.	0.70	\$750.00	\$525.00
Service	02/03/2023	Revise First Amended Consolidated Class and PAGA Complaint.	0.40	\$750.00	\$300.00
Service	02/13/2023	work on settlement issues; review documents; review draft FACC	1.00	\$950.00	\$950.00
Service	02/13/2023	Review and revise draft Agreement; emails to co-counsel; emails with Defendant re status	2.50	\$950.00	\$2,375.00
Service	03/02/2023	Email to A. Moon re: long form settlement agreement.	0.30	\$750.00	\$225.00
Service	03/02/2023	Review draft agreement; memo to Admin; memo to CL re issues to address	0.50	\$950.00	\$475.00
Service	03/02/2023	Revise Long Form Settlement Agreement.	0.50	\$750.00	\$375.00
Service	03/02/2023	Email from IYLM re estimate for class administration.	0.30	\$750.00	\$225.00
Service	03/02/2023	Review file and correspondence for status of settlement agreement; draft summary correspondence with CTL.	0.40	\$550.00	\$220.00
Service	03/02/2023	Review docket for status of hearing; draft joint status report.	0.80	\$550.00	\$440.00
Service	03/03/2023	Revise joint statement in class action; submit to opposing counsel for review.	0.50	\$550.00	\$275.00
Service	03/03/2023	Email from A. Moon re: settlement agreement.	0.20	\$750.00	\$150.00
Service	03/06/2023	Follow up correspondence with opposing counsel regarding joint statement; revise, finalize, file and serve.	0.80	\$550.00	\$440.00
Service	03/10/2023	Retrieve and review order regarding status conference; circulate and draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	03/10/2023	RECEIPT AND REVIEW OF COURT'S ORDER REGARDING POST-MEDIATION STATUS CONFERENCE.	0.10	\$675.00	\$67.50

Service	03/20/2023	Telephone call M. Huether re: requested costs for Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	03/20/2023	Email to M. Huether re: requested costs for Long Form Settlement Agreement.	0.10	\$750.00	\$75.00
Service	03/22/2023	Revise Long Form Settlement Agreement; Email to A. Moon re: pleadings and same.	0.90	\$750.00	\$675.00
Service	03/24/2023	Review Defendant's revisions to the draft Agreement	1.00	\$950.00	\$950.00
Service	03/24/2023	Review long form, analyze, advise KN	1.50	\$995.00	\$1,492.50
Service	04/03/2023	Correspondence from Alis Moon regarding revised long-form settlement agreement and review of First Amended Complaint and Stipulation.	0.10	\$675.00	\$67.50
Service	04/03/2023	Review Defendant revisions to agreement; memo to CL; revise Agreement and email Defendant	1.25	\$950.00	\$1,187.50
Service	04/04/2023	Review and analyze revisions to Settlement Agreement.	0.20	\$750.00	\$150.00
Service	04/04/2023	Email to A. Moon re: revisions to Stipulation to File FACC and FACC.	0.30	\$750.00	\$225.00
Service	04/10/2023	Draft and revise First Amended Consolidated Complaint.	1.30	\$750.00	\$975.00
Service	04/10/2023	Draft and revise Stipulation for Leave to File First Amended Consolidated Complaint.	1.20	\$750.00	\$900.00
Service	04/26/2023	Revise Def revisions; Review and revise draft Agreement and make final redlines; review status of FAC and stip; email co-counsel	1.50	\$950.00	\$1,425.00
Service	04/26/2023	Receipt and review A. Moon's revisions to the Stipulation to Consolidated and file the FACC.	0.40	\$750.00	\$300.00
Service	04/26/2023	Revise Stipulation to Consolidated and file the FACC; Email to A. Moon re: revisions to FACC.	0.90	\$750.00	\$675.00
Service	04/28/2023	Telephone call to A. Moon following up on Long Form Settlement Agreement, Stipulation and FACC.	0.20	\$750.00	\$150.00
Service	04/28/2023	Email to A. Moon following up on Long Form Settlement Agreement, Stipulation and FACC.	0.20	\$750.00	\$150.00
Service	05/02/2023	Finalize Stipulation to Consolidated for Leave to File FACC and FACC.	0.60	\$750.00	\$450.00
Service	05/02/2023	Email from A. Moon re: revisions to Stipulation to Consolidated for Leave to File FACC and FACC.	0.20	\$750.00	\$150.00
Service	05/02/2023	Email to A. Moon re: finalized Stipulation to Consolidated for Leave to File FACC and FACC.	0.20	\$750.00	\$150.00
Service	05/02/2023	Email to J. Lavi re: finalized Stipulation to Consolidated	0.20	\$750.00	\$150.00

for Leave to File FACC and FACC.					
Service	05/02/2023	Email from M. Heuther re: signed Stipulation to Consolidated for Leave to File FACC.	0.30	\$750.00	\$225.00
Service	05/02/2023	Fix FACC caption and formatting for NBB's signature	0.50	\$250.00	\$125.00
Service	05/02/2023	Attached signed pages to FACC, finalize and save in the file	0.50	\$250.00	\$125.00
Service	05/02/2023	Finalize stip to file FAC, attach POS, att Exhibit 1, file (one L) serve (email), courtlinks	0.50	\$250.00	\$125.00
Service	05/04/2023	Fure stip to file FACC, conformed but order not signed	0.20	\$250.00	\$50.00
Service	05/15/2023	Review emails and analysis of issues; review draft agreement and status; advise CL	0.40	\$950.00	\$380.00
Service	05/15/2023	Review and analyze Minute Order Denying Stipulation to Consolidate.	0.30	\$750.00	\$225.00
Service	05/15/2023	Draft Stipulation For Leave to File FAC.	1.10	\$750.00	\$825.00
Service	05/15/2023	Revise and Draft First Amended Complaint in Marcum PAGA Action.	0.50	\$750.00	\$375.00
Service	05/15/2023	Email to A. Moon re: Order denying consolidation; Draft First Amended Complaint in Marcum PAGA Action and Stipulation for Leave.	0.40	\$750.00	\$300.00
Service	05/15/2023	Dwnld c'd order re stip to file FACC//email to CTL re court declined to sign	0.50	\$250.00	\$125.00
Service	05/17/2023	Receipt and review Order denying stipulation to consolidate.	0.30	\$750.00	\$225.00
Service	05/17/2023	Email to A. Moon re: Order denying stipulation to consolidate and requesting the Parties stipulate to amend the the complaint instead.	0.30	\$750.00	\$225.00
Service	05/17/2023	Email from A. Moon re: revisions to stipulate to amend the the complaint; Review and analyze Defendant's revisions to stipulation to amend.	0.50	\$750.00	\$375.00
Service	05/17/2023	Email to A. Moon and M. Huenther re: final stipulate to amend the the complaint; Revise First Amended Complaint.	0.60	\$750.00	\$450.00
Service	05/17/2023	Update POS	0.20	\$250.00	\$50.00
Service	05/19/2023	Email from A. Moon re: Stipulation for Leave to File FAC; Finalize FAC.	0.50	\$750.00	\$375.00
Service	05/19/2023	Receipt and review Substitution of Attorney C. Keeley.	0.10	\$750.00	\$75.00
Service	05/19/2023	Receipt and review Substitution of Attorney C. Keeney in Marcum Actions.	0.20	\$750.00	\$150.00

Service	05/19/2023	Receipt and review Substitution of Attorney C. Keeney in Izzizarry Actions.	0.20	\$750.00	\$150.00
Service	05/19/2023	Finaliz Stip to file fac, add POS, file via one legal, serve via email, circualte	0.50	\$250.00	\$125.00
Service	05/24/2023	Serve order dated 5/12/23 via email on OPC and Co-P	0.30	\$250.00	\$75.00
Service	05/26/2023	Check status of stip 5/19 22STCV03908, not signed by the court yet	0.20	\$250.00	\$50.00
Service	05/30/2023	Call clerk re status of stip, no answer, no vm	0.20	\$250.00	\$50.00
Service	05/31/2023	Call clerk re status of stip, no answer, no vm	0.20	\$250.00	\$50.00
Service	06/02/2023	Draft Joint Case Management Statement.	0.90	\$750.00	\$675.00
Service	06/02/2023	Email to A. Moon re: Stipulation for Leave to File FAC and Joint CMS.	0.30	\$750.00	\$225.00
Service	06/02/2023	Call clerk re status of stip, no answer, no vm	0.20	\$250.00	\$50.00
Service	06/05/2023	Email from A. Moon re: meet and confer re; Joint CMS.	0.20	\$750.00	\$150.00
Service	06/05/2023	Revise and finalize Joint CMS.	0.30	\$750.00	\$225.00
Service	06/05/2023	Finalize and File joint sc report via one legal, serve via caseanywhere	0.50	\$250.00	\$125.00
Service	06/06/2023	Call clerk re status of stip, no answer, no vm	0.20	\$250.00	\$50.00
Service	06/07/2023	Check docket // Call court: the judge will get to it when he gets to it, no ETA, and don't call about this again. Just keep checking the docket until the signed order is posted	1.00	\$250.00	\$250.00
Service	06/12/2023	Email to A. Moon re: Judge Rice and the hearing of the post mediation conference and additional settlement documents and pleadings.	0.40	\$750.00	\$300.00
Service	06/12/2023	Prepare for and attend status conference; draft and circulate summary.	1.80	\$550.00	\$990.00
Service	06/13/2023	Email from A. Moon re conference call re: approval of settlement in dept 1; Discuss with Norm re: same.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email from Judge Rice re: stipulation to consolidate and approval of settlement in dept 1; Discuss with Norm re: same.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email from A. Moon re: meet and confer re: FACC and approval of settlement in dept 1.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email to A. Moon re: conference call and Judge Rice's email.	0.30	\$750.00	\$225.00
Service	06/13/2023	Email from/to Judge Rice regarding recommendations re PAGA and individual claims.	0.30	\$750.00	\$225.00

Service	06/13/2023	Draft First Amended Complaint in PAGA Action to add individual claims.	0.80	\$750.00	\$600.00
Service	06/13/2023	Revise First Amended Complaint in Class Action to comport with Judge Rice's recommendations.	0.50	\$750.00	\$375.00
Service	06/13/2023	Conference call with A. Moon re: First Amended Complaint in Class Action to comport with Judge Rice's recommendations.	0.40	\$750.00	\$300.00
Service	06/13/2023	Email to A. Moon re: Stipulation re statute of limitations issues related to individual claims.	0.50	\$750.00	\$375.00
Service	06/13/2023	Review file, analyze law and docs. Advise CL.	1.25	\$995.00	\$1,243.75
Service	06/14/2023	Receipt and review Notice of Further Case Management.	0.30	\$750.00	\$225.00
Service	06/14/2023	Email from D. Neforos re: Defendant's Notice of Further Case Management.	0.20	\$750.00	\$150.00
Service	06/15/2023	Email from A. Moon re: meet and confer re: Plaintiff's individual claims	0.30	\$750.00	\$225.00
Service	06/15/2023	[PAGA] Draft Stipulation for Leave to File FAC, to preserve statute of limitations and dismissal of claims.	1.50	\$750.00	\$1,125.00
Service	06/16/2023	Conference call with A. Moon re: demand for settlement of individual claims and resignation; Discuss with Scott re: same.	0.40	\$750.00	\$300.00
Service	06/16/2023	[PAGA] Draft and Revise First Amended Complaint.	0.80	\$750.00	\$600.00
Service	06/16/2023	[CLASS] Draft and Revise First Amended Complaint.	0.70	\$750.00	\$525.00
Service	06/16/2023	[CLASS] Draft Stipulation for Leave to File FAC, to preserve statute of limitations and dismissal of claims.	2.10	\$750.00	\$1,575.00
Service	06/20/2023	Email from M. Huether re: meet and confer re: revisions to First Amended Complaint in PAGA and Class Action.	0.30	\$750.00	\$225.00
Service	06/20/2023	Email to A. Moon re: revision to First Amended Complaint in PAGA and Class Action and Stipulation for Leave to file First Amended Complaint and recommendations per Judge Rice.	0.40	\$750.00	\$300.00
Service	06/20/2023	Discuss with Scott and Nick re: settlement of individual claims and demand from Plaintiff.	0.30	\$750.00	\$225.00
Service	06/28/2023	Receipt and review Minute Order from Judge Broadhead declining to consolidate cases.	0.30	\$750.00	\$225.00
Service	06/28/2023	[Class] Review and analyze Defendant's Revisions to Stipulation for Leave to File First Amended Complaint and tolling agreement.	0.50	\$750.00	\$375.00
Service	06/28/2023	[PAGA] Review and analyze Defendant's Revisions to Stipulation for Leave to File First Amended Complaint	0.60	\$750.00	\$450.00

		and tolling agreement.			
Service	06/28/2023	[PAGA] Further revise Stipulation for Leave to File First Amended Complaint and tolling agreement.	0.40	\$750.00	\$300.00
Service	06/28/2023	[Class] Further revise Stipulation for Leave to File First Amended Complaint and tolling agreement.	0.30	\$750.00	\$225.00
Service	06/28/2023	Dwnld minute order re stip to file FACC	0.30	\$250.00	\$75.00
Service	06/29/2023	Email from M. Granberry re: Irrizaray revisions to the Stipulation for Leave to File FAC and statute of limitations.	0.30	\$750.00	\$225.00
Service	06/29/2023	Email to A. Moon re: Marcum and Irrizaray revisions to the Stipulations for Leave to File FAC and statute of limitations in the Class and PAGA Action.	0.40	\$750.00	\$300.00
Service	06/29/2023	Serve Court Order dated 6/27/23 via email with POS	0.30	\$250.00	\$75.00
Service	07/05/2023	[Class] Review, analyze and revise Stipulation for Leave to File First Amended Complaint and tolling agreement.	0.40	\$750.00	\$300.00
Service	07/05/2023	[PAGA] Review, analyze and revise Stipulation for Leave to File First Amended Complaint and tolling agreement.	0.40	\$750.00	\$300.00
Service	07/05/2023	Email from/to A. Moon re: Marcum and Irrizaray revisions to the Stipulations for Leave to File FAC and statute of limitations in the Class and PAGA Action.	0.20	\$750.00	\$150.00
Service	07/07/2023	[Class] Receipt and review Stipulation for Leave to File FAC.	0.30	\$750.00	\$225.00
Service	07/07/2023	[PAGA] Receipt and review Stipulation for Leave to File FAC.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email from/to A. Moon re Defendant's executed copy of the Stipulation for Leave to File FAC.	0.20	\$750.00	\$150.00
Service	07/07/2023	Email to M. McNally requesting signatures on Stipulation for Leave to File FAC.	0.20	\$750.00	\$150.00
Service	07/07/2023	Telephone call to V. Granberry re requesting signatures on Stipulation for Leave to File FAC.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email from/to M. McNally requesting signatures on Stipulation for Leave to File FAC; Receipt and review Stipulations for Leave to File FAC.	0.40	\$750.00	\$300.00
Service	07/10/2023	Finalize stips to file FAC, add exhibits and POS, file via one legal, serve via email and CaseAnywhere	1.00	\$250.00	\$250.00
Service	07/11/2023	Receipt and review Notice of Related Case.	0.30	\$750.00	\$225.00
Service	07/12/2023	Receipt and review Notice of Related Case.	0.30	\$750.00	\$225.00

Service	07/17/2023	[Class] Receipt and review Order Granting Leave to File FACC.	0.30	\$750.00	\$225.00
Service	07/18/2023	Revise Long Form Settlement Agreement.	0.90	\$750.00	\$675.00
Service	07/18/2023	Finalize and File First Amended Complaint in the Marcum Class Action.	0.50	\$750.00	\$375.00
Service	07/18/2023	Email to A. Moon re: revisions to Long Form Settlement Agreement, First Amended Complaint in the Marcum Class Action and Stipulation and Order not yet issued in the Marcum PAGA Action.	0.40	\$750.00	\$300.00
Service	07/18/2023	Further Revise Long Form Settlement Agreement.	0.80	\$750.00	\$600.00
Service	07/18/2023	Email from V. Granberry re: Revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	07/18/2023	Email from A. Moon re: Revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	07/18/2023	Email to A. Moon and V. Granberry re: Further Revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	07/19/2023	[Class] Draft Joint Case Management Conference.	1.10	\$750.00	\$825.00
Service	07/19/2023	Email to A. Moon and V. Granberry re: Draft Joint Case Management Conference.	0.30	\$750.00	\$225.00
Service	07/20/2023	Finalize, File and Serve Joint Case Management Statement.	0.50	\$750.00	\$375.00
Service	07/26/2023	Email to/from A. Moon re: finalized long for settlement agreement; Finalize Long Form Settlement Agreement.	0.50	\$750.00	\$375.00
Service	07/27/2023	Discus with Randy re: status of case in preparation for CMC.	0.40	\$750.00	\$300.00
Service	07/27/2023	Email from A. Moon re: request for Exhibits to Long Form Settlement Agreement.	0.40	\$750.00	\$300.00
Service	07/27/2023	Preparation for pending CMC by comprehensive review of relevant file materials, including case management statement, pleadings, settlement documents, court orders, and docket in both class and PAGA actions and confer with CTL.	1.00	\$675.00	\$675.00
Service	07/27/2023	Work on settlement issues; begin drafting exhibits; review emails and respond	1.50	\$950.00	\$1,425.00
Service	07/27/2023	Telephone call to M. McNally re status conference appearance on behalf of Irrizzary; Discuss with Randy re: same.	0.30	\$750.00	\$225.00
Service	07/27/2023	Email to M. McNally re confirmation of status conference appearance on behalf of Irrizzary.	0.20	\$750.00	\$150.00
Service	07/28/2023	Appearance for Status Conference, and circulate	1.10	\$675.00	\$742.50

follow-up summary re same.					
Service	07/28/2023	draft Exhibits for settlement; email Def	4.00	\$950.00	\$3,800.00
Service	07/28/2023	Discuss with Randy status of pleadings and motion for preliminary approval in preparation for status conference.	0.30	\$750.00	\$225.00
Service	07/28/2023	Finalize Long Form Settlement Agreement to be circulated for signature; Discuss with Nick re: same.	0.30	\$750.00	\$225.00
Service	08/01/2023	Email from L. Marcum re: status of preliminary approval.	0.20	\$750.00	\$150.00
Service	08/01/2023	Review settlement agreement terms for conformity with MOU terms. Send settlement agreement to Plaintiff for signature. Follow up call to discuss terms and process of settlement payout.	1.20	\$850.00	\$1,020.00
Service	08/04/2023	Email from A. Moon r: revisions to exhibits to settlement agreement.	0.30	\$750.00	\$225.00
Service	08/04/2023	Email from M. McNally re: settlement agreement to be signed by Izzizaray.	0.30	\$750.00	\$225.00
Service	08/07/2023	Email to M. McNally re: settlement agreement to be signed by Izzizaray.	0.20	\$750.00	\$150.00
Service	08/15/2023	Email to M. McNally re; status of settlement agreement.	0.20	\$750.00	\$150.00
Service	08/16/2023	Review Def revisions to Exhibits. Check court requirements and model form; review and revise exhibits; email Defendant	1.75	\$950.00	\$1,662.50
Service	08/17/2023	Email from A. Bliznetz re: M. McNally and signed settlement agreement; Review and analyze executed Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	08/17/2023	Review emails and signed document from co-counsel; review formatting issue and provide instructions to CL to fix	0.60	\$950.00	\$570.00
Service	08/17/2023	Email to/from A. Bliznets re formatting error and re-execution of settlement agreement; revise settlement agreement to correct formatting error.	0.50	\$750.00	\$375.00
Service	08/17/2023	Email to A. Moon re revise settlement agreement to correct formatting error.	0.50	\$750.00	\$375.00
Service	08/18/2023	Review file and docket for status; multiple correspondence with CJ regarding status of trial in PAGA matter.	0.30	\$550.00	\$165.00
Service	08/21/2023	Email from A. Bliznets re: Lavi's long form settlement agreement.	0.20	\$750.00	\$150.00
Service	08/24/2023	Review file for status of trial in PAGA action; draft follow up correspondence regarding referral.	0.50	\$550.00	\$275.00

Service	08/30/2023	Email from A. Moon re: revisions to exhibits to settlement agreement.	0.20	\$750.00	\$150.00
Service	09/07/2023	Review correspondence from OPC re Stip to file FACC in PAGA case not granted; review status of case and get filed copy from One Legal and email to OPC; Class stip granted and CTL file FACC already on that case	0.30	\$250.00	\$75.00
Service	09/21/2023	Receipt and review fully executed settlement agreement.	0.20	\$750.00	\$150.00
Service	10/05/2023	Multiple correspondence with opposing counsel regarding stipulation; review docket and draft follow up correspondence.	0.30	\$550.00	\$165.00
Service	10/06/2023	PAGA - Review status of stip filed 7/10, review court's website and one legal, order not signed yet	0.30	\$250.00	\$75.00
Service	10/06/2023	Multiple correspondence regarding status of PAGA action.	0.40	\$550.00	\$220.00
Service	10/06/2023	Follow up correspondence regarding status of stipulation and order.	0.30	\$550.00	\$165.00
Service	10/11/2023	Review file and docket for status; multiple correspondence with ND regarding the same.	0.50	\$550.00	\$275.00
Service	10/11/2023	Teleconference with CTL regarding status of stipulation in PAGA action; review docket; draft follow up correspondence with ND.	0.60	\$550.00	\$330.00
Service	10/12/2023	PAGA - Call court re status of stip to file FAC, no answer, no option to leave voicemail (x10)	1.00	\$250.00	\$250.00
Service	10/13/2023	PAGA - Review status of case, confirm 10/20 Status Conference on calendar, set up remote appearance for CTL	0.30	\$250.00	\$75.00
Service	10/13/2023	PAGA - Call court (x6) re status of stip to file FAC, clerk reviewed case and advised to follow up next week	1.00	\$250.00	\$250.00
Service	10/16/2023	PAGA - Review courtlinks alert re Final SC moved up from 11 am to 8:30 am, save order and ask CJ to update calendar, set up new appearance for CTL	0.40	\$250.00	\$100.00
Service	10/20/2023	Prepare for hearing re FSC.	0.40	\$750.00	\$300.00
Service	10/20/2023	Telephone call to A. Moon re: meet and confer re; FSC and arbitration; Telephone call to C. Keeney for hearing re FSC; Emails to/from A. Moon re: same.	0.50	\$750.00	\$375.00
Service	10/20/2023	Attend hearing on FSC; Draft memorandum to file re: court ruling and continuances.	0.80	\$750.00	\$600.00
Service	10/20/2023	PAGA - Follow up multiple times re status of stip to amend complaint, order not signed by the court, review correspondence from CTL re issues with connecting for the FSC hearing, issues resolved, confirm stip signed,	1.50	\$250.00	\$375.00

		make a note to follow up to download conformed copy once available			
Service	10/24/2023	Email from A. Moon re: meet and confer re: PAGA and Class Stipulation for Leave to File FACC.	0.40	\$750.00	\$300.00
Service	10/25/2023	PAGA - Follow up re status of stip to file FAC, review court's website, download conformed copy from courtlinks, serve on OPC via email, save in the file	0.40	\$250.00	\$100.00
Service	11/15/2023	Add language to OPC's proposed stip to arb and sent to CTL for review	0.30	\$250.00	\$75.00
Service	11/15/2023	Revise Stipulation to Arbitrate; Emails from/to A. Moon re: same.	1.20	\$750.00	\$900.00
Service	11/28/2023	Revise Stipulation to Submit to Arbitration; Email to/from A. Moon re: same.	0.50	\$750.00	\$375.00
Service	11/28/2023	PAGA - Prepare POS, Finalize and file FAC via One Legal, serve on OPC via email	0.50	\$250.00	\$125.00
Service	11/29/2023	Review and revise Stipulation for Leave to Submit to Arbitration; Emails to/from A. Moon re revisions Stipulation for Leave to Submit to Arbitration.	0.50	\$750.00	\$375.00
Service	12/13/2023	PAGA - Download conformed copy of FAC, upload to LWDA website, save confirmation email in the file	0.50	\$250.00	\$125.00
Service	12/26/2023	Review and revise Stipulation to Arbitrate individual claims; Email from/to A. Moon re: same.	0.40	\$750.00	\$300.00
Service	12/26/2023	[PAGA] Finalize stip to submit matter to arb for service. Prepare POS and file via Onelegal. Email to OPC re joint stip. Email to Court Docs. Add case to Courtlinks to receive alerts.	0.60	\$250.00	\$150.00
Service	01/02/2024	Draft motion for preliminary approval; analysis of issues for motion and Kullar valuation; email Defendant; memo to staff	4.00	\$950.00	\$3,800.00
Service	01/02/2024	Review file; draft declaration of Lola Marcum in support of service award/motion for preliminary approval; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	01/02/2024	Review Prelim motion, analyze, advise KN.	2.00	\$995.00	\$1,990.00
Service	01/05/2024	Phone conf. w Lola Marcum re client declaration re service award/preliminary approval	0.40	\$675.00	\$270.00
Service	01/09/2024	Draft declaration ISO motion; review exhibits; analysis of Kullar valuation and details of calculations	3.50	\$950.00	\$3,325.00
Service	01/09/2024	Review and revise motion for preliminary approval; prepare final draft of motion; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Service	01/10/2024	Review rejection notice; analysis of issue; fix problem	2.25	\$950.00	\$2,137.50

		with motion; re-file and re-serve; emails to counsel			
Service	01/30/2024	Receipt and review court order granting stay pending completion of arbitration.	0.30	\$750.00	\$225.00
Service	01/30/2024	[PAGA] Review Courtlinks alert re signed stip Submit Matter to Arbitration. Retrieve order. Email to OPC to circulate.	0.20	\$250.00	\$50.00
Service	01/30/2024	Receipt and review Court's Notice re Preliminary Approval Order.	0.30	\$750.00	\$225.00
Service	01/30/2024	Review court posting; revise proposed order and email Defendant	0.50	\$950.00	\$475.00
Service	01/31/2024	Prepare revised order; file and serve documents	0.75	\$950.00	\$712.50
Service	02/02/2024	Court appearance - motion for preliminary approval; prepare for hearing; review documents	1.00	\$950.00	\$950.00
Service	02/02/2024	Review and analyze Preliminary Approval Order.	0.30	\$750.00	\$225.00
Service	02/02/2024	Review signed order; memo to Admn with documents	0.50	\$950.00	\$475.00
Service	02/05/2024	Receipt and review Email from N. Bench; review and analyze Administration timeline.	0.30	\$750.00	\$225.00
Service	02/14/2024	Review and respond to class member legal inquiries. Analyze court docket. Status update to Plaintiff.	0.90	\$850.00	\$765.00
Service	02/19/2024	Email from N. Bench re: receipt of the class data.	0.30	\$750.00	\$225.00
Service	02/21/2024	Review timeline; review calculations; double check figures and dates; respond	0.30	\$950.00	\$285.00
Service	02/23/2024	Email form N. Bench re: class notice mailing; receipt and review class notice mailing.	0.30	\$750.00	\$225.00
Service	03/11/2024	Email from N. Bench re: meet and confer re: status report.	0.30	\$750.00	\$225.00
Service	03/18/2024	Email from N. Bench re: status report of administration; Receipt and review status report of administration	0.30	\$750.00	\$225.00
Service	03/25/2024	Email from N. Bench re status of mailed notices; Receipt and review administration report.	0.30	\$750.00	\$225.00
Service	04/02/2024	Email from N. Bench re status of notice and administrator's report; review and analyze administrator's report.	0.30	\$750.00	\$225.00
Service	04/08/2024	Email from N. Bench re: mailed notices re settlement.	0.20	\$750.00	\$150.00
Service	04/15/2024	Email from N. Bench re: report re mailed notices of settlement.	0.30	\$750.00	\$225.00
Service	05/06/2024	Review and respond to class member legal inquiries. Analyze court docket.	0.60	\$850.00	\$510.00

Service	06/26/2024	Review emails; memo to staff	0.10	\$950.00	\$95.00
Service	06/26/2024	Review file for status; multiple correspondence regarding claims in arbitration.	0.80	\$550.00	\$440.00
Service	06/26/2024	Review and Analyze: review court's orders and docket; review complaint; review settlement agreement; advise YS and NDB	1.00	\$750.00	\$750.00
Service	06/27/2024	Prepare form Request for Dismissal for PAGA case.	0.50	\$250.00	\$125.00
Service	07/01/2024	Draft: draft motion for final approval and notice; review and revise motion for final approval; review costs and fees; review motion for preliminary approval; review settlement agreement; advise KN	2.50	\$750.00	\$1,875.00
Service	07/01/2024	Multiple correspondence regarding final accounting.	0.30	\$550.00	\$165.00
Service	07/03/2024	Receipt and Review of Correspondence: review correspondence between parties; call co-counsel; advise KN	0.40	\$750.00	\$300.00
Service	07/05/2024	Review and revise motion for final approval	2.00	\$950.00	\$1,900.00
Service	07/08/2024	Review draft of MFA. Populate TOC and TOA.	1.50	\$250.00	\$375.00
Service	07/08/2024	Draft: draft declaration in support of MFA; review motion; review motion for preliminary approval; review correspondence between parties	1.50	\$750.00	\$1,125.00
Service	07/09/2024	Review and Revise: review and revise declaration in support of final approval; review motion; review correspondence between the parties; advise KN	1.50	\$750.00	\$1,125.00
Service	07/10/2024	Review and revise motion; revise declaration; prepare exhibits	2.50	\$950.00	\$2,375.00
Service	07/11/2024	Work on motion; review co-counsel declaration; update figures; finalize motion for filing; finalize declaration and proposed order; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal				\$184,578.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/19/2022	Onelegal/Filing Fee	1.00	\$41.69	\$41.69
Expense	05/18/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	05/23/2022	Mediation Fees - Louis Marlin	1.00	\$7,000.00	\$7,000.00
Expense	07/07/2022	Caseanywhere	1.00	\$93.15	\$93.15
Expense	07/27/2022	research; downloading related case complaint	1.00	\$17.00	\$17.00

Expense	08/12/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	10/09/2022	Case Anywhere Fees	1.00	\$147.00	\$147.00
Expense	11/30/2022	Berger Consulting Fee	1.00	\$2,437.50	\$2,437.50
Expense	12/05/2022	OneLegal filing fee.	1.00	\$17.19	\$17.19
Expense	01/09/2023	Case Anywhere Fee	1.00	\$141.00	\$141.00
Expense	03/06/2023	OneLegal filing fee.	1.00	\$17.66	\$17.66
Expense	04/16/2023	Case Anywhere Fees.	1.00	\$141.00	\$141.00
Expense	05/03/2023	OneLegal filing fee	1.00	\$38.25	\$38.25
Expense	05/24/2023	OneLegal filing fee	1.00	\$38.28	\$38.28
Expense	06/05/2023	OneLegal filing fee	1.00	\$17.66	\$17.66
Expense	07/03/2023	Case Anywhere Fees.	1.00	\$141.00	\$141.00
Expense	07/10/2023	OneLegal filing fee	1.00	\$38.25	\$38.25
Expense	07/10/2023	OneLegal filing fee	1.00	\$38.25	\$38.25
Expense	07/18/2023	OneLegal filing fee	1.00	\$17.66	\$17.66
Expense	07/21/2023	OneLegal filing fee	1.00	\$17.66	\$17.66
Expense	10/05/2023	Case Anywhere Fee.	1.00	\$147.00	\$147.00
Expense	12/02/2023	One Legal Filing	1.00	\$17.66	\$17.66
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/27/2023	Onelegal fee	1.00	\$38.25	\$38.25
Expense	01/02/2024	LexisNexis	1.00	\$253.00	\$253.00
Expense	01/05/2024	Case Anywhere Fees.	1.00	\$135.00	\$135.00
Expense	01/11/2024	Filing fee - motion	1.00	\$81.48	\$81.48
Expense	02/01/2024	One legal filing charge	1.00	\$19.71	\$19.71
Expense	02/05/2024	LexisNexis	1.00	\$694.00	\$694.00
Expense	03/04/2024	LexisNexis	1.00	\$693.00	\$693.00
Expense	04/01/2024	LexisNexis	1.00	\$693.00	\$693.00
Expense	04/02/2024	Case Anywhere Fee	1.00	\$243.00	\$243.00
Expense	05/01/2024	LexisNexis	1.00	\$799.00	\$799.00
Expense	06/03/2024	Lexis Nexis	1.00	\$726.00	\$726.00
Expense	07/10/2024	Filing fee - motion	1.00	\$60.00	\$60.00

Expenses Subtotal \$15,265.68

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	18.0	\$895.00	\$16,110.00
Norm Blumenthal	12.5	\$995.00	\$12,437.50
Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	32.7	\$850.00	\$27,795.00
Ricardo Ehmann	12.65	\$675.00	\$8,538.75
Randy Hy	2.3	\$675.00	\$1,552.50
Christine LeVu	61.3	\$750.00	\$45,975.00
Kyle Nordrehaug	39.9	\$950.00	\$37,905.00
Victoria Rivapalacio	8.0	\$750.00	\$6,000.00
Andrew Ronan	31.0	\$550.00	\$17,050.00
Adolfo Sanchez Contreras	18.3	\$250.00	\$4,575.00
Yesenia Silva	2.8	\$250.00	\$700.00
Subtotal			\$199,844.43
Total			\$199,844.43

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/09/2024	\$199,844.43	\$0.00	\$199,844.43
Outstanding Balance				\$199,844.43
Total Amount Outstanding				\$199,844.43

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LOLA MARCUM and JOSE G. IRIZARRY, on)
behalf of the State of California as private)
attorneys general, and as individuals, on behalf of)
themselves and on behalf of all persons similarly)
situated,)

Plaintiffs,)

vs.)

HUNTSMAN ADVANCED MATERIALS)
AMERICAS LLC, a Limited Liability Company;)
HUNTSMAN INTERNATIONAL LLC, a)
Limited Liability Company; and DOES 1 through)
50, inclusive,)

Case No. 22STCV03845
[Consolidated with Case No.
22STCV22712]

**DECLARATION OF LOLA MARCUM
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: February 2, 2024
Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: January 31, 2022
Trial Date: Not set

1 I, Lola Marcum, 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 Settlement and in support of my application for a Class Representative Service
5 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. During the class period I have worked for the defendants ("Huntsman") in California and
10 during that time period I have been classified by Huntsman as an hourly, non-exempt employee.

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

19 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 I was not paid for the time I spent lining up and waiting to undergo temperature checks during
22 the Covid-19 outbreak prior to clocking in for a shift. Huntsman also failed to provide second
23 meal periods and third rest periods during shifts exceeding ten hours. Also, I was underpaid
24 overtime during some pay periods where I was paid shift premiums but these shift premiums
25 were not factored into my regular rate for purposes of calculating my overtime rate. I was also
26
27

1 not reimbursed by Huntsman for the reasonable costs I incurred using my personal cell phone for
2 work-related purposes, such as responding to supervisors as to scheduling issues and using my
3 cell phone during training sessions to create training videos.

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

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

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

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

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

13 11. A mediation took place on November 10, 2022 with Louis Marlin, a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to reach an agreement to settle the action. I communicated with my attorneys
16 regarding the terms of the settlement which was reached between the parties and understood that
17 I was representing absent class members and therefore wanted the best possible result to be
18 obtained for the class members and I believe a very positive result was in fact achieved via
19 settlement. I reviewed and signed the Memorandum of Understanding on December 2, 2022 and
20 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
21 I signed on August 4, 2023.

22 12. I have been actively involved with this lawsuit performing the duties described above.
23 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
24 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
25
26
27

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

5
6 13. My attorneys explained to me that the settlement process involves a two-step
7 review by the Court to determine whether the settlement is fair before approving the settlement.
8 I know this process also involves notifying all class members of the settlement terms and of their
9 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
10 settlement.

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

19
20 15. In light of all the time and effort I have spent on this case, the risk I undertook by
21 suing my employer, the exposure to being responsible for paying Huntsman's costs in the event
22 we did not win the case, the reputational risk that future employers may hold this lawsuit against
23 me, and in light of the size of the settlement, I believe the request for \$10,000 as a Class
24 Representative service payment is fair and reasonable.

25 ///

26 ///

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

3 Executed on Jan 5, 2024, at Glendale CA
4 (city, state)

5 
6 Lola Marcum (Jan 5, 2024 17:38 PST)
7 Lola Marcum

EXHIBIT #7

1 Joseph Lavi, Esq. (SBN 209776)
2 Vincent C. Granberry, Esq. (SBN 276483)
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13 Attorneys for PLAINTIFF JOSE G. IRIZARRY,
14 on behalf of himself and others similarly situated

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

17 LOLA MARCUM, on behalf of herself and
18 others similarly situated,

19 Plaintiff,

20 vs.

21 HUNTSMAN ADVANCED MATERIALS
22 AMERICAS, LLC.; and DOES 1 to 100,
23 inclusive,

24 Defendants.

Case No.: 22STCV03845

CLASS ACTION

*[Assigned For All Purposes to the Hon. Stuart
M. Rice, Dept. 1]*

**DECLARATION OF JOSE G. IRIZARRY
IN SUPPORT OF PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DECLARATION OF JOSE G. IRIZARRY

I, Jose G. Irizarry, declare:

1. I am over the age of 18 and am the named Plaintiff and class representative in this matter. I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto.

2. This declaration is submitted in support of Preliminary Approval of the Class Action settlement in this matter.

1 3. I worked for Defendant Huntsman Advanced Materials Americas, LLC
2 ("Defendant"), as a non-exempt employee from approximately May 28, 2019, to approximately
3 February 17, 2022.

4 4. From the time of the filing of the lawsuit, I have understood that this is a class
5 action lawsuit where I represent the interests of all current and former hourly-paid or non-exempt
6 employees employed by Defendant within the State of California at any time during the Settlement
7 Period.

8 5. I believe while working for Defendant, I and all current and former hourly-paid or
9 non-exempt employees employed by Defendant within the State of California at any time during
10 the Settlement Period, were subject to the same policies and procedures regarding payment of
11 minimum and overtime wages, reporting time pay, meal breaks, payment of meal break premium
12 wages, rest breaks, payment of rest break premium wages, wage statements, and final payment of
13 wages. I believe that the claims of all current and former hourly-paid or non-exempt employees
14 employed by Defendant within the State of California at any time during the Settlement Period are
15 identical to mine because Defendant's policies and procedures applied to all of us.

16 6. I understand that I must continue to consider and protect the interests all current and
17 former hourly-paid or non-exempt employees employed by Defendant within the State of
18 California at any time during the Settlement Period. I have been protecting the rights of myself
19 and all current and former hourly-paid or non-exempt employees employed by Defendant within
20 the State of California at any time during the Settlement Period, since approximately March of
21 2022 when I first started looking for an attorney before this lawsuit was filed. I have been and
22 continue to place the interest of all current and former hourly-paid or non-exempt employees
23 employed by Defendant within the State of California at any time during the Settlement Period
24 above my own. I do not have a conflict with the members of the Class I seek to represent.

25 7. I provided information and been available to my attorneys since approximately
26 March of 2022 when I was searching for my attorney. I have helped and been willing to support
27 the lawsuit in any way I can for the last approximately 22 months since March of 2022 when I
28

**DECLARATION OF JOSE G. IRIZARRY IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 began searching for an attorney for the claims in this lawsuit. I have searched for an attorney, met
2 with my attorneys to see if they would represent me, met with my attorneys to discuss the
3 Defendant's policies, procedures, and practices for clocking in and out, paying wages for the hours
4 that we worked, reporting for work, providing meal breaks, providing rest breaks, payment of
5 premium wages, wage statements, and final payment of wages. I spent time searching for policies
6 and procedures that were given to me during my employment, any timecards I had, any pay stubs I
7 had, W2s, and other documents related to my employment. I produced all documents to my
8 attorneys. I responded to almost all my attorneys' telephone calls and interviews and I met with
9 them in person and/or telephonically to discuss any questions they had about my employment,
10 Defendant's policies and procedures, Defendant's failure to pay minimum and overtime wages,
11 Defendant's failure to provide of meal and rest breaks, failure to pay premium wages, failure to
12 pay earned wages on time, failure to provide wage statements, and failure to pay final and earned
13 wages during resignation, or the documents I had provided to them. I made myself available
14 during the mediation session. Once the settlement agreement and subsequent amended settlement
15 agreement was finalized, I conferred with my attorneys on multiple occasions to review and
16 discuss each settlement agreement before signing.

17 8. I also understand that in the event this matter proceeds to trial, I must come to court
18 to participate in the trial. I will come to court if I am needed and have been ready to perform any
19 responsibility that is necessary for this lawsuit. I know that I took a risk by filing this lawsuit
20 because if I lost, I would have to pay for all the costs incurred by the Defendant in the lawsuit. I
21 also have the risk of losing income for any time that I would have to spend fulfilling my
22 responsibilities including having to attend the trial. I also believe I have taken a risk by filing this
23 lawsuit because my employers in the future may find out that I sued my employer, and they may
24 not like it. The other employees will be receiving money from this lawsuit and they have not had
25 to file a lawsuit, look for an attorney, or take the risks that I have had to take.

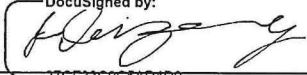
26 9. I understand that the settlement we have reached in this case must be approved by
27 the Court and I must protect the interests of all current and former hourly-paid or non-exempt
28

**DECLARATION OF JOSE G. IRIZARRY IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 employees employed by Defendant within the State of California at any time during the Settlement
2 Period.

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

5 Executed this 9th day of January 2024, at 3:30 pm _____, California.

6
7 DocuSigned by:

8 27CF33C9C5AD4D9...
9 Jose G. Irizarry

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DECLARATION OF JOSE G. IRIZARRY IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT