

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
Christine T. LeVu (State Bar #288271)
Brooke Wilkinson Waldrop (State Bar #314486)
Adolfo Sanchez Contreras (State Bar #354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

HAMZA KISSAM and ASIA
CRAWFORD, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

HAWTHORNE HYDROPONICS
LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **CIVSB2203720**

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

Hearing Date: November 4, 2025
Hearing Time: 1:30 p.m.
[Hearing scheduled by Order dated June 17, 2025]

Judge: Hon. Joseph T. Ortiz
Dept: 17

Date Filed: March 3, 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 Hamza Kissam and Asia Crawford (“Plaintiffs”) in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to
6 the matters stated herein. This declaration is being submitted in support to the Plaintiffs’ motion for final
7 approval 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 Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See’s Candies, Securitas, Okta,
17 Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca,
18 Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon,
19 Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile Association.
20 Class Counsel have been approved as experienced class counsel during contested motions in state and
21 federal courts throughout California. It is this level of experience which enabled the firm to undertake
22 the instant matter and to successfully combat the resources of the defendants and their capable and
23 experienced counsel. Class Counsel have participated in every aspect of the settlement discussions and
24 have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

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

1 Hydroponics, LLC (“Defendant”) reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this settlement, the
3 Gross Settlement Amount to be paid by Defendant Hawthorne Hydroponics, LLC (“Defendant”) is One
4 Million Four Hundred Eighty Thousand Dollars (\$1,480,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the
5 Agreement, the Gross Settlement Amount consists of the following elements: all payments of Individual
6 Class Payments to the Participating Class Members, the Administration Expenses Payment to the
7 Administrator, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class
8 Counsel, the Class Representative Service Payments to Plaintiffs, and the PAGA Penalties payment to
9 the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees.
10 (Agreement at ¶ 1.22.)

11 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
12 (Agreement at ¶ 3.1.) The settlement is all-in with no reversion to Defendant and no need for Class
13 Members to submit claim forms. (Agreement at ¶ 3.1.)

14 (c) Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
15 to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later
16 than 60 days after the Effective Date.. (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 Defendant funds the Gross Settlement
19 Amount. (Agreement at ¶ 5.1.)

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

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

2 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
3 the Court by mailing the notice packets after updating class members' addresses using the National
4 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
5 Nick Casto ("Casto Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
6 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex.
7 A.) Casto Decl. ¶ 7, Exh. A. No Class Member objected and no Class Members submitted a request for
8 exclusion. Casto Decl. ¶ 11-12. Therefore, all Class Members (100%) are deemed Participating Class
9 Members who are bound by the Settlement and will be entitled to receive a Settlement Share.
10 (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out request, will
11 still be paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA
12 Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the
13 Notice advised the Class Members of their right to object to the Settlement and/or dispute their
14 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

20 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
21 at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement administration
22 in an amount not to exceed \$14,000. (Agreement at ¶ 3.2(c).) As set forth in the Casto Decl. at ¶ 15,
23 the Administration Expenses Payment, including fees and costs incurred to-date, as well as anticipated
24 fees and costs for completion of the settlement administration, are \$12,450.

25 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
26 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
28 Counsel Litigation Expenses Payment in an amount not to exceed \$100,000. (Agreement at ¶ 3.2(b).)

1 Subject to Court approval, the Agreement provides for a payment of no more than \$15,000 each to the
2 Plaintiffs as the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these
3 requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing
4 evidentiary support, including lodestar.

5 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
6 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
7 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000. (Agreement at ¶¶ 1.34 and 3.2(d).)
8 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
9 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
10 of the civil penalties and 25% allocated to the Individual PAGA Payments to be distributed to the
11 Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶
12 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion
13 and the Agreement

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
15 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
16 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
17 Settlement valued at \$1,480,000 is an excellent result for the Class. This result is particularly favorable
18 in light of the fact that liability and class certification in this case were far from certain in light of the
19 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
20 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
21 settlement is fair, reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated June 17, 2025 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
25 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 28,
26 2025, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
27 each class member with the terms of the Settlement, including notice of the claims at issue and the
28 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being

1 sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. See Castro Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
3 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
4 there have been no objections and no requests to opt-out. Castro Decl. ¶¶ 11-12. As such, the entire Class
5 (100%) will participate in the Settlement and will be sent a settlement check. See Castro Decl. at ¶¶ 13-
6 15.

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

16
17 6. Procedural History of the Litigation

18 (a) On November 19, 2021, Plaintiff Hamza Kissam filed with the LWDA and served on
19 Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to
20 recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations, including
21 Cal. Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512,
22 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
23 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide
24 Seating), and violation of the applicable Industrial Welfare Commission Wage Order(s).

25 (b) On March 3, 2022, plaintiff Diana Smyth filed a complaint against Defendant in the
26 Superior Court of the State of California, County of Los Angeles ("Class Action"). Plaintiff Smyth's
27 complaint asserted class claims against Defendant as follows: (a) Violated California Business and
28 Professions Code § 17200 et seq.; (b) Failed to pay overtime wages in violation of California Labor Code

1 § 510, et seq.; (c) Failed to provide required meal periods in violation of California Labor Code §§ 226.7
2 & 512 and the applicable IWC Wage Order; (d) Failed to provide required rest periods in violation of
3 California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (e) Failed to provide
4 accurate itemized wage statements in violation of California Labor Code § 226; (f) Failed to reimburse
5 employees for required expenses in violation of California Labor Code § 2802; and, (g) Failed to provide
6 wages when due in violation of California Labor Code §§ 201, 202 and 203. On March 3, 2022, Plaintiff
7 Kissam filed a Representative Action Complaint against Defendant in the San Bernardino Superior Court
8 alleging a single cause of action to recover civil penalties against Defendant for violating the Private
9 Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA Action"). This PAGA Action complaint
10 asserted a cause of action seeking Civil Penalties pursuant to California Labor Code § 2699, et seq. for
11 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512,
12 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
13 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide
14 Seating), and the applicable Wage Order(s).

15 (c) As part of this Settlement, the Parties agreed to the filing of a First Amended
16 Complaint in the PAGA Action which added Plaintiff Asia Crawford as a named plaintiffs and added the
17 claims from the PAGA Action to the Class Action. The First Amended Complaint is the operative
18 complaint in the Action (the "Operative Complaint") and was filed on April 18, 2025. Defendant denies
19 the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the
20 Operative Complaint and denies any and all liability for the causes of action alleged.

21 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
22 including production of documents, class data, and other information, allowing for the full and complete
23 analysis of liabilities and defenses to the claims in the Action. Plaintiffs performed extensive formal
24 discovery and depositions, and also obtained informal discovery, which included the production and
25 analysis of hundreds of pages of documents. The information for mediation obtained by Plaintiffs
26 included: (1) data concerning the composition of the Class; (2) a sampling of payroll data and time punch
27 data for the Class which covered 128 employees and 48,472 shifts; (3) Defendant's wage and hour
28 policies and job descriptions; (4) the employment files for the Plaintiffs; and, (5) samples of wage

1 statements provided by Defendant. As such, Class Counsel received the data and information for the
2 Class, which was sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

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

9 (f) Plaintiffs and Defendant agreed to discuss resolution of the Actions through a
10 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
11 documents and information in connection with the Actions. On December 12, 2024, the Parties
12 participated in an all-day mediation presided over by Jonathan Andrews, a respected and experienced
13 mediator of wage and hour class actions. Following the mediation, each side, represented by its
14 respective counsel, were able to agree to settle the Actions based upon a mediator's proposal which was
15 memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the
16 settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

17 (g) Although a settlement has been reached, Defendant denies any liability or
18 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any
19 purpose other than settlement, the Action is appropriate for class and/or representative treatment.
20 Defendant contends, among other things, that it has properly compensated the Class Members and
21 complied at all times with the California Labor Code, applicable Wage Order, and all other laws and
22 regulations. Further, Defendant contends that class certification is inappropriate for any reason other than
23 for settlement. Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs
24 further contend that the Actions are appropriate for class certification on the basis that the claims meet
25 the requisites for class certification. Without admitting that class certification is proper, Defendant has
26 stipulated that the above Class may be certified for settlement purposes only consistent with the
27 Agreement. (Agreement at ¶ 21.) The Parties agree that certification for settlement purposes is not an
28 admission that class certification is proper. Further, the Agreement is not admissible in this or any other

1 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of
2 settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
3 with respect to the Class are satisfied.

4 (h) Class Counsel has conducted a thorough investigation into the facts of the class
5 action. Over the course of three years, Class Counsel diligently evaluated the Class Members' claims
6 against Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel
7 with access to necessary documents and information for the Class. In addition, Class Counsel has
8 previously negotiated settlements with other employers in actions involving nearly identical issues and
9 analogous defenses. Based on the formal and informal discovery obtained and their own independent
10 investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on
11 the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
12 Class in light of all known facts and circumstances, including the risk of significant delay, the risk that
13 the claims would not be allowed to proceed on a class or representative basis, the defenses asserted by
14 Defendant, and potential appellate issues.

16 7. History of Settlement Discussions

17 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
18 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
19 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
20 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
21 Class Claims of the Class in accordance with the Agreement, based upon the experience of Class Counsel
22 who has previously litigated similar claims against other employers.

23 (b) The Parties attended an arms-length mediation session with Jonathan Andrews, a respected
24 and experienced mediator of wage and hour class actions, to reach the Settlement. In preparation for the
25 mediation, Defendant provided Class Counsel with necessary information, including Class payroll and
26 timekeeping data. Plaintiffs analyzed the data with the assistance of a damages expert, Berger
27 Consulting, and prepared and submitted a mediation brief and damage valuation to the Mediator.
28 Following the all-day mediation, the Parties agreed to the Settlement.

1 (c) From December 2024 to May 2025, the initial settlement agreement and exhibits thereto were
2 finalized and executed. On June 17, 2025, the Court issued its Order granting preliminary approval of
3 the settlement as fair, adequate, and reasonable to the Class.

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

6
7 8. The outcome of this case would have been uncertain and fraught with risks.

8 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
9 Plaintiffs and the other Class Members. Defendant maintains that its practices complied with all
10 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
11 recorded and compensated. Defendant contended that its meal and rest period policies and practices
12 provide Class Members with meal and rest periods. Defendant could argue that its payment of significant
13 meal period premiums was evidence of their compliant practices. As to expense reimbursement,
14 Defendant maintains that it did not fail to provide reimbursement for necessary business expenses
15 because, among other things, the alleged expenses were convenient and voluntary, and therefore not were
16 required expenses giving rise to reimbursement. Defendant could argue that the decisions in *Brinker v.*
17 *Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108
18 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims
19 in terms of liability and value, and preclude claims from proceeding on a class or representative basis.
20 Defendant also maintains that a good faith dispute and absence of willfulness would negate the claims
21 for waiting time penalties and/or failure to provide accurate itemized wage statements. See e.g. *Naranjo*
22 *v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith
23 believed it was providing a complete and accurate wage statement in compliance with the requirements
24 of section 226, then it has not knowingly and intentionally failed to comply with the wage statement
25 law.") If successful, Defendant's defenses could eliminate or substantially reduce any recovery to the
26 Class. While Plaintiffs believe that these defenses could be overcome, Defendant maintains these
27 defenses have merit and therefore present a serious risk to recovery by the Class.

28 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable

1 to obtain class certification and thereby not recover on behalf of any employees other than themselves
2 Defendant argued that the individual experience of each putative class member varied with respect to the
3 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiffs' meal
4 and rest period claims would require individualized inquiries into whether each employee took a
5 compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases where
6 class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885
7 (2019) (denying certification of rest break claims). Defendant also argued that the existence of
8 arbitration agreements would bar and/or limit class certification. Finally, even if class certification was
9 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*
10 *Association*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery
11 even where a class has been certified. While other cases have approved class certification of wage and
12 hour claims, class certification in this Action would have been hotly disputed and was by no means a
13 foregone conclusion.

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

(d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. class claims in detail, the Gross Settlement Amount compares favorably to the value of the claims. Based upon 717 Class Members who collectively worked 65,702 Workweeks, the Gross Settlement Amount provides a value of \$2,064 per Class Member and \$22 per Workweek and, after deductions, the Net Settlement Amount provides an average recovery of \$1,107.69 per Class Member and \$12.08 per Workweek. The calculations to compensate for the amount due to the Class Members at the time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and determined the potential maximum damages for the class claims. For the Class, the maximum potential damages for unpaid wages due to rounding was \$42,488, the maximum potential damages for alleged off-the-clock work at one hour per week was \$2,390,228, the maximum potential damages for unpaid overtime wages as a result of the miscalculation of the regular rate was \$113,302, the maximum potential damages for sick pay and meal premiums as a result of the miscalculation of the regular rate was \$114,921, the maximum potential damages for the alleged unpaid overtime is \$258,783, the maximum potential damages for alleged meal period violations were estimated to be \$834,808 based upon a 15.8% violation rate observed in the time records and after deduction for meal premiums already paid by Defendant, the maximum potential damages for alleged rest period violations were estimated to be \$1,067,194 based upon the same 15.8% potential violation rate observed for meal breaks, and the maximum potential damages for the alleged failure to reimburse business expenses were calculated to be \$89,785 based upon \$5 per month. In total, the damages for the Class were calculated to have a maximum potential total value of \$4,911,509. In addition, Plaintiffs calculated that the maximum value of the potential waiting time penalties was between \$1,773,865 and \$3,983,731, depending on the predicate violation, and the maximum value of the potential wage statement penalties was \$1,413,650.¹

¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses asserted by Defendant, including but not limited to, a good-faith dispute defense as to whether any

1 Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross
2 Settlement Amount represents more than 30% of Plaintiffs' calculation of the potential maximum
3 damages at issue for the Class in this case, assuming these amounts could all be proven in full at trial.²
4 Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v.*
5 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting
6 time and wage statement penalties, even if wages were owed to the class. The maximum calculations
7 should then be realistically risk rated in consideration for both the risk of class certification and the risk
8 of establishing class-wide liability on all claims. Given the amount of the Settlement as compared to the
9 potential value of the claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of
10 this litigation has been met.

11 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
12 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
13 defenses both to liability and to class certification. The maximum and average class member allocations
14 (in addition to their Individual PAGA Payment) are \$4,176.26 and \$1,107.69, respectively. *See* Castro
15 Decl. ¶13. Given the complexities of this case, the defenses, along with the uncertainties of proof and
16 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

17 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
18

19 premium wages for meal or rest periods or other wages were owed given Defendant's position that
20 Plaintiffs and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal.
21 App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have
a good faith dispute as to whether and when the wages were due.").

22 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs did not include the
23 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶ 33.

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 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
2 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
3 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
4 Plaintiffs' case and the risk of establishing class wide liability and damages.

5
6 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

7 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
8 Should Be Enforced

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

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

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

26
27 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
28 Created for the Benefit of the Class

1 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
2 of the Gross Settlement Amount of \$1,480,000 which equals \$493,333 for attorneys' fees. As part of
3 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
4 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$100,000. Finally,
5 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Payment in the
6 amount of \$15,000 each, as their service awards under the Agreement.

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

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

23 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
24 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
25 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
26 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
27 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
28 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which

1 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
2 multiplier approved in other cases.

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

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

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

18 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
19 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
20 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
21 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
22 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
23 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
24 Counsel advanced more than \$75,000 in costs which could not have been recovered if this case had been
25 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
26 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
27 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
28 Plaintiffs also support the requested awards.

1 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
2 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
3 one-third equal to \$493,333 is also established by reference to Class Counsel's lodestar in this matter.
4 **The contemporaneous billing records for Class Counsel evidence that through October 9, 2025,**
5 **Class Counsel's total lodestar is \$397,397.91, with significant additional fees still to be incurred to**
6 **complete final approval and the settlement process.** The requested fee award is therefore currently
7 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.3, and there will
8 be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
9 settlement distribution and reports. Such a multiplier is well below the range of multipliers approved in
10 other cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was
11 efficiently performed and highly successful, and Class Counsel should not be punished for efficient and
12 successful litigation. As a result, this Court may conclude that the requested award is fair and reasonable
13 and is justified under California law.

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

21 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
22

23 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
24 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
25 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
27 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range
28 from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512
(2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th
43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v.*
Fedex Freight, Inc., 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26
multiplier).

1 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
2 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
3 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
4 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
5 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
6 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
7 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
8 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
9 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
10 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
11 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
12 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
13 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
14 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
15 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
16 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
17 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
18 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
19 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
20 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
21 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
22 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
23 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
24 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
25 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
26 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
27 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
28 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award

1 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical*
2 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
3 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
4 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
5 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
6 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D’Morias
7 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
8 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
9 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
10 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
11 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in
12 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
13 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
14 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
15 Nelson awarded a one-their fee award in a wage and hour class settlement. On November 29, 2023, in
16 *Ochoa-Andrade v. See’s Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
17 Marie Weiner approved a one-thrid fee award in a wage and hour class settlement. On September 12,
18 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No.
19 MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement.
20 On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No.
21 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class
22 settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court
23 Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour
24 class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
25 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class
26 settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case
27 No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class
28 settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees

1 that have been awarded in other similar cases.

2 12. **The contemporaneous billing records for Class Counsel evidence that through**
3 **October 9, 2025, Class Counsel’s total lodestar is \$397,397.91, with significant additional fees still**
4 **to be incurred to complete final approval and the settlement process.** From January 10, 2022 to
5 October 9, 2025, my firm worked on this matter for over 699 hours, with hourly rates for attorneys
6 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
7 \$397,397.91. The requested fee award is therefore currently equivalent to Class Counsel’s total lodestar
8 with a reasonable multiplier of less than 1.3, and there will be additional lodestar incurred by Class
9 Counsel to complete the settlement process and manage the settlement distribution and reports. A detailed
10 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
11 Exhibits #3 and 4.⁵ In addition, Class Counsel will be performing significant additional work that is not
12 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
13 final approval, and monitoring completion of the settlement process. I expect this additional work will
14 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
15 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
16 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
17 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
18 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates
19 have been approved by Court’s throughout California, including the Courts in the Superior Court of
20 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
21 Counsel’s “rates generally appear reasonable and ‘in line with those prevailing in the [relevant]
22 community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly
23 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
24 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
25 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding

26
27
28 ⁵ 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 October 9, 2025.

1 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
2 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
3 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
4 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
5 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
6 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
7 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
8 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
9 and \$335 for associates. Thus, the rates charged by BNBD for comparable work are supported by these
10 examples and are therefore reasonable. Therefore, the requested fee award as a percentage of the fund
11 is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by
12 the completion of the settlement. This is comparable to the multipliers approved in other cases. The
13 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

14 (A) The rates used by my firm are general Southern California rates, as my firm is
15 located in San Diego. We also felt that the use of Southern California rates in general is reasonable given
16 the Class is located geographically throughout California. In addition, there are few attorneys in San
17 Bernardino who prosecute employment class actions, and while it might be possible to find one, I
18 performed an internet search as a prospective client may do and found few options, none of which had
19 extensive experience with class actions. Indeed, most of the search results were from out-of-town
20 attorneys. "When a plaintiff needs to hire out-of-town counsel, a trial court must consider counsel's
21 "home market rate" when setting the hourly rate, rather than the local market rate." *Caldera v. Dep't of*
22 *Corr. & Rehab.*, 48 Cal. App. 5th 601, 609 (2020). In *Caldera*, the Court noted the difficulty of hiring
23 a contingent employment attorney located in San Bernardino and therefore held that it was "abuse of
24 discretion because the court failed to consider the out-of-town market rates of the attorneys involved in
25 this case." *Caldera*, 48 Cal. App. 5th at 611. Thus, *Caldera* supports the contention that Southern
26 California rates can be considered here, where the claims involved an employment class action covering
27 a large Class geographically dispersed around Southern California, and not just in San Bernardino. Or
28 put another way, the community of this settlement is Southern California, and not just San Bernardino.

1 (B) The rates used by Class Counsel were between \$850 and \$950 for partners, \$450
2 and \$750 for associate attorneys depending on experience, and \$250 for paralegals. As discussed in the
3 motion, these rates are based on the Laffey Matrix with a Southern California adjustment. A true and
4 correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. This Laffey Matrix provides
5 the following billing rates: (1) paralegals - \$258, (2) attorneys 1 to 3 years - \$473, (2) attorneys 4 to 7
6 years - \$581, (3) attorneys 8 to 10 years - \$839, (4) attorneys 11 to 19 years - \$948, and (5) attorneys with
7 20+ years - \$1,141. The rates used are consistent with this Laffey Matrix, and in most instances, below
8 the Laffey Matrix. The Laffey Matrix has been relied upon to establish market rates. *See, e.g., Syers*
9 *Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 702 (2014) [finding no abuse of discretion in
10 employing Laffey matrix in San Francisco litigation].) "The Laffey Matrix is a United States Department
11 of Justice billing matrix that provides billing rates for attorneys at various experience levels in the
12 Washington, D.C., area and can be adjusted to establish comparable billing rates in other areas using data
13 from the United States Bureau of Labor Statistics." *Pasternack v. McCullough*, 65 Cal.App.5th 1050,
14 1057, fn. 5 (2021). There is no specific adjustment provided by the federal government for San
15 Bernardino, only the Los Angeles and Orange metro area, which adjusts the Laffey Matrix higher.

16 (C) If adjustment of the rates is necessary to a lower rate for the community the Inland
17 Empire, a good source of market rates are prior awards in class settlements, which rates are for complex
18 litigation and therefore higher than normal attorney rates. The hourly rate set by the trial court must be
19 "within the range of reasonable rates charged by and judicially awarded comparable attorneys for
20 comparable work." *Children's Hospital & Medical Center v. Bonta*, 97 Cal.App.4th 740, 783 (2002). In
21 looking at published fee awards in the Riverside / San Bernardino area, in 2019, Judge Bernal, who
22 handles cases in Riverside, has approved the following rates in class settlement approval: "\$875 for
23 McLane, who has 32 years of experience; \$600 for Battle, who has 10 years of experience; \$875 for
24 Kaye, who has 30 years of experience; \$715 for Goodman, who has 15 years of experience; \$640 for
25 Goad, who has 13 years of experience; \$480 for Hamme, who has six years of experience; \$390 for Hill,
26 who has four years of experience; and \$390 for Fruitwala, who has four years of experience." *McKibben*
27 *v. McMahon*, 2019 U.S. Dist. LEXIS 34110, *41 (C.D. Cal. 2019). In 2020, Judge Bernal approved the
28 following rates in a class action award in a contested motion: C. Brooks Cutter (20+ year attorney) at

1 \$900, John Parker (17 year attorney) at \$650, and Celine Cutter (4 year attorney) at \$300. *Pike v. Cty*
2 *of San Bernardino*, 2020 U.S. Dist. LEXIS 40404, *, 2020 WL 1049912 (C.D. Cal. 2020).

3 (D) The rates billed by my firm are comparable to the above rates, particularly given
4 these examples were five years ago. But at a maximum, the above demonstrate that a 20% downward
5 adjustment would put Class Counsel's rates at or below the above examples from five years ago. A 20%
6 downward adjustment of BNBD's rates across the board would result in the following adjusted rates:
7 \$680 to \$760 for partners, \$360 to \$600 for associate attorneys depending on experience, and \$200 for
8 paralegals. The resulting adjusted lodestar for BNBD would be \$317,917, and the resulting multiplier
9 cross-check would be 1.5.

10 (E) In this case, all of the considerations in *Laffitte* support the requested award, as
11 the Supreme Court explained:

12 [W]e emphasize the lodestar calculation, when used in this manner, **does not override**
13 **the trial court's primary determination of the fee as a percentage of the common**
14 **fund** and thus does not impose an absolute maximum or minimum on the potential fee
15 award. If the multiplier calculated by means of a lodestar cross-check is **extraordinarily**
high or low, the trial court should consider whether the percentage used should be
adjusted so as to bring the imputed multiplier within a justifiable range, **but the court is**
not necessarily required to make such an adjustment.

16 *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 505 (2016).

17 First, the percentage sought is exactly the same percentage (1/3) endorsed as reasonable in *Laffitte*.
18 Second, the lodestar cross-check in the motion correlated to unreduced lodestar with a multiplier of less
19 than 1.3, or as explained below, even if rates were reduced by 20% to account for the community of San
20 Bernardino, the lodestar cross-check multiplier would be 1.5. Under *Laffitte*, which approved of a 2.1
21 multiplier cross-check under similar circumstances, there is nothing "extraordinarily high" about a
22 multiplier cross-check of 1.3 to 1.5 which would warrant an adjustment to the normal contingent
23 percentage of one-third, and a multiplier cross-check of between 1.3 and 1.5 is not a "multiplier far
24 outside the normal range" which would result in a reexamination of the percentage. Third, all of the
25 factors justifying a multiplier enhancement are present in this case, just as they were in *Laffitte*.

26
27 Litigation Expenses

28 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class

1 Counsel Litigation Expenses Payment of not more than \$100,000.” Class Counsel requests
2 reimbursement for incurred litigation expenses and costs in the amount of \$75,874.04. Class Counsel
3 have incurred \$75,874.04 based upon counsel’s billing records. These litigation expenses include the
4 expenses incurred for filing fees, mediation expenses, CourtCall charges, expert expenses (DM&A,
5 Berger Consulting and Employment Research), attorney service charges (Knox, OneLegal), deposition
6 expenses, Bel-Aire notice expenses (ILYM), charges for document downloads, and FedEx delivery
7 charges, all of which are costs normally billed to and paid by the client.⁶ The details of the litigation
8 expenses incurred are set forth in my firm’s billing statement for this matter, true and correct copies of
9 which are attached hereto as Exhibits #3 and 4.⁷ These costs were reasonably incurred in the prosecution
10 of the Action.

11
12 Service Awards

13 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
14 service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended
15 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
16 payment and there have been no objections to the requested service award. The Plaintiffs’ declarations
17 in support of this request are attached hereto as Exhibit #6 and 7. As the representatives of the Class,
18 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
19 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
20 searching for documents, working with counsel, and reviewing the settlement documentation. As set
21 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,
22 far beyond the class release. The Plaintiffs’ declarations detail the involvement, stress and risks they

23
24 ⁶ 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 ⁷ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to September 10, 2024.

1 undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly be
2 liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
3 future employers for having filed a class action on behalf of fellow former employees. Without the
4 Plaintiffs’ participation, cooperation and information, no other employees would be receiving any benefit.
5 The payment of service awards to successful class representatives is appropriate and the amount of
6 \$15,000 is well within the currently awarded range for similar settlements. The requested award is also
7 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
8 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
9 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
10 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
11 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168
12 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health*
13 *Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of
14 six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
15 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v.*
16 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff
17 brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist.
18 LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class
19 action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior
20 Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV
21 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American*
22 *Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
23 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
24 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker*
25 *v. L.A. Fitness Int’l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding
26 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
27 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service
28 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,

1 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
2 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
3 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
4 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
5 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
6 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
7 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
8 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
9 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
10 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
11 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
12 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
13 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
14 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
15 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
16 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
17 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
18 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
19 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
20 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
21 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
22 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
23 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
24 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
25 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
26 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
27 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
28 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,

1 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
2 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
3 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complanly*, U.S.D.C. Central District
4 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

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

22 16. As a result, Class Counsel respectfully requests approval of the application for award
23 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
24

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

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

27 ¹⁰ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/>.

1 litigation expenses in the amount of \$75,874.04, and approval of the requested service award to the
2 Plaintiffs.

3 17. In accordance with California Rules of Court, rule 3.769, I make the following
4 disclosure. The Class Counsel Fees Payment awarded shall be allocated 100% to Blumenthal
5 Nordrehaug Bhowmik De Blouw LLP.

6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 9^h day of October, 2025, at San Diego, California.

8

9

/s/ Norman Blumenthal

10

NORMAN B. BLUMENTHAL

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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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 Stweart 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 Compig 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 Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire 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. Alamos 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. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic 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; Porras 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. 19STCV30808; 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 Court, 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. Cyttec 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 Hamza Kissam and Asia Crawford (collectively, “Plaintiffs”) and defendant Hawthorne Hydroponics, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means Plaintiffs’ consolidated class action and PAGA lawsuits alleging wage and hour violations against Defendant captioned *Kissam et al. v. Hawthorne Hydroponics, LLC*, Case Nos. CIVSB 2203720 and CIVSB 2204338, initiated on March 3, 2025, and pending in the Superior Court of the State of California, County of San Bernardino.
- 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 non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are, or previously were, employed by Defendant Hawthorne Hydroponics, LLC and classified as hourly non-exempt employees in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Victoria B. Rivapalacio, Christine T. LeVu and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable 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 March 3, 2018, through December 12, 2024.
- 1.14. “Class Representatives” 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 payments made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for Plaintiffs’ general release of all known and unknown claims.
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.
- 1.17. “Defendant” means Hawthorne Hydroponics, LLC.

- 1.18. “Defense Counsel” means Jennifer B. Zargarof and Samson C. Huang of Morgan, Lewis & Bockius LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the Judgment becomes 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; (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment, issues a remittitur, and the deadline to seek further review has passed and no such request has been made; or (d) if a timely appeal from the Judgment is filed and a timely request for further review has been made, the day after such request has been denied or, if further review is granted, the day after the decision upon further review becomes final.
- 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 One Million Four Hundred Eighty Thousand Dollars (\$1,480,000), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages, which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means 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.
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from November 19, 2020, through December 12, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff Hamza Kissam’s November 19, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to the LWDA (\$37,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” mean Hamza Kissam and Asia Crawford, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of

the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint or any prior iteration thereof, which occurred during the Class Period during employment in a non-exempt position in California, and expressly excludes all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims outside of the Class Period.
- 1.39. “Released PAGA Claims” means a release from the State of California and Aggrieved Employees of all claims for PAGA penalties for Labor Code violations that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint or any prior iteration thereof, and Plaintiff Kissam’s LWDA PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, and expressly excluding all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendant and its subsidiaries, parent companies, or affiliates, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members, the last date on which Class Members may either: (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 to either submit Requests for Exclusion from the Settlement or submit his or her Objection to the Settlement.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On March 3, 2022, Plaintiff Hamza Kissam filed two separate civil actions against Defendant in the Superior Court of the State of California, County of San Bernardino, Case Nos. CIVSB 2203720 and CIVSB 2204338, asserting claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 119;
- (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) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
- (i) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.2. On September 8, 2023, the Court ordered both actions filed by Plaintiff Kissam consolidated for all purposes under lead case number CIVSB 2203720.

2.3. On April 18, 2025, Plaintiffs filed a consolidated First Amended Complaint, adding Plaintiff Asia Crawford.

2.4. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”)

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all

liability for the causes of action alleged.

- 2.6. On December 12, 2024, the Parties participated in an all-day mediation presided over by Jonathan Andrews, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, accepted a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, 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*").
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If, for any reason, the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,480,000 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 Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member or Aggrieved Employee). Defendant 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 Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- (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 \$493,333, and a Class Counsel Litigation Expenses Payment of not more than \$100,000. Defendant will not oppose requests for these payments provided that 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. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the 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 hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any taxes owed as a result of division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$14,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$14,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) 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 (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period 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.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 40% 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. 60% 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.
- (f) The settlement payments made to Plaintiffs and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and

any other benefit plan. The Parties' intention is that this settlement will not affect any rights, contributions, or amounts to which Plaintiffs and Class Members may be entitled under any benefit plans. The payments under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 717 Class Members who collectively worked a total of approximately 67,702 Workweeks, and 556 Aggrieved Employees who worked a total of approximately 24,722 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service 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. 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 offering 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 a 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, at the request of the Class Member, promptly send a replacement check to any Class Member whose original check was lost or misplaced, if the request is made prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA 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 release and discharge Released Parties from all known and unknown claims, transactions, or occurrences, 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; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff Kissam's PAGA Notice; and (c) any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Plaintiffs ever had, now have, or hereafter may have against the Released Parties from the beginning of time to the date of this Agreement, committed or omitted prior to the date of this Agreement, including, without limiting the generality of the foregoing, any claims under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the California Constitution, the California Fair Employment and Housing Act, as amended, the California Family Rights Act, the Fair Labor Standards Act, the California Labor Code and applicable Wage Order(s), the Unfair Competition Law, and any other federal, state or local law, regulation, ordinance, and/or public policy relating to the application, hiring, terms, conditions, and/or termination of Plaintiffs' employment with Defendant including, but not limited to, any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, compensatory damages, special damages, interest, restitution, tort claims, contract claims, equitable claims, wrongful termination claims, discrimination and harassment claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, attorneys' fees and costs, and/or any and all claims for monetary damages and any other form of personal relief. ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing

the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

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

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

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will disclose any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement and the number of Class Members and the number of Workweeks for the Class during the Class Period.

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; (vi) 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)); (vii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

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

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

8. SETTLEMENT ADMINISTRATION

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

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail.

The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include 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 its records, Defendant has provided figures as to the number of Class Workweeks through December 12, 2024, as set forth in paragraph 4.1 above. Should the actual number of Workweeks during the Class Period increase beyond 10% of the estimated Workweeks Defendant represented at mediation (i.e., 65,252), Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the Class Members or (b) rolling back the end date of the Class Period such that there are no more than 10% more Workweeks than 65,252 in the Class Period or 71,777 Workweeks.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, 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 and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the

scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

- 13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Jennifer B. Zargarof
Samson C. Huang

Morgan, Lewis & Bockius LLP
300 South Grand Avenue
Twenty-Second Floor
Telephone: (213) 612-2500
Facsimile: (213) 612-2501
E-Mail: Jennifer.zargarof@morganlewis.com
Samson.huang@morganlewis.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on December 12, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 05/16/2025



Hamza Kissam (May 16, 2025 15:12 MDT)

Plaintiff Hamza Kissam

Dated: 05/15/2025



Asia Crawford (May 15, 2025 12:52 CDT)

Plaintiff Asia Crawford

Dated: 5/21/2025

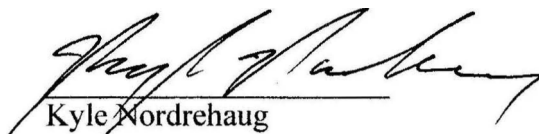
Signed by:



Brad Chelton [name]

For Defendant Hawthorne Hydroponics, LLC

Dated: 5/16/25

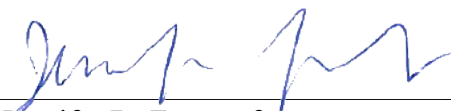


Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: 5/22/2025



Jennifer B. Zargarof

Morgan, Lewis & Bockius LLP

Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Kissam v. Hawthorne Hydroponics, LLC, Superior Court of the State of California,
County of San Bernardino, Case Nos. CIVSB2203720 and CIVSB2204338***

***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 a proposed settlement of an employee class action lawsuit (“Action”) against Defendant Hawthorne Hydroponics, LLC (“Hawthorne”) for alleged wage and hour violations. The Action is brought by Plaintiffs Hamza Kissam and Asia Crawford (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who are, or previously were, employed by Hawthorne who were classified as hourly non-exempt employees in the State of California at any time during the Class Period (March 3, 2018, through December 12, 2024) (“Class Members”), and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly non-exempt employees who worked for Hawthorne in the State of California at any time during the PAGA Period (November 19, 2020 through December 12, 2024) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Hawthorne to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Hawthorne’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ [REDACTED]>> (less applicable tax withholdings) and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$ [REDACTED]>>.** The actual amount you receive may be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Hawthorne’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or do not act. Read this Notice carefully.** You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and penalty claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED], 2025.	If you do not 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. If you request exclusion, you will not receive an Individual Class Payment, will not be bound by the Class Settlement, and retain the right to pursue any individual wage claims you may have against Hawthorne. Once excluded, you will be a Non-Participating Class Member and cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude

	yourself, you will still be paid your Individual PAGA Payment and will remain subject to 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 but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED], 2025	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 Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED], at 1:30 p.m., at the San Bernardino County Superior Court, located at 3247 W. 3rd Street, San Bernardino, CA 92415, in Department 17 before Judge Joseph T. Ortiz. This hearing may change as explained below in Section 9. You do not 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 or by telephone through CourtCall or through the Court’s Zoom 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 / PAGA Pay Periods Written Challenges Must be Submitted by [REDACTED], 2025	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many workweeks in which you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of workweeks during the Class Period and number of PAGA Period Pay Periods you worked, according to Hawthorne’s records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED], 2025. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned actions pending in the Superior Court of the State of California, in and for the County of San Bernardino (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are, or previously were, employed by Hawthorne Hydroponics, LLC and classified as hourly non-exempt employees in the State of California at any time during the Class Period (March 3, 2018, through December 12, 2024).

The Court has made no determination whether Defendant or Plaintiffs are correct on the merits of Plaintiffs' alleged claims. Hawthorne and Plaintiffs have, however, negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of Plaintiffs' claims and Hawthorne's defenses, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

2. What is this class action lawsuit about?

On March 3, 2022, Plaintiff Kissam filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2203720 (the "Class Action"). The Class Action asserts class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due.

Also on March 3, 2022, Plaintiff Kissam filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Case No. CVSB2204338, asserting a single cause of action for violation of the Private Attorneys General Act ("PAGA") (the "PAGA Action").

Both actions have been consolidated by the Court under the lead case, Case No. CIVSB22037220.

On [REDACTED], 2025, Plaintiffs filed a First Amended Complaint in the Action, which added Plaintiff Asia Crawford and consolidated the claims alleged in the Class Action and PAGA Action in one complaint. The First Amended Complaint is referred to herein as the "Operative Complaint."

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and

at the time of their termination; that Defendant complied with California wage statement and records requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the damages or penalties sought, or that could have been sought, in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on [REDACTED], 2025. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Hawthorne, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Hawthorne, which expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Four Hundred Eighty Thousand Dollars (\$1,480,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties payment for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes within sixty (60) days of the Effective Date. The Effective Date is the date judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the judgment becomes final and no longer subject to appeal. The Administrator will mail checks for all settlement payments within fourteen (14) days of the funding of the settlement by Defendant.

Court Approved Deductions from Gross Settlement Amount. The following 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 \$14,000, for expenses, including expenses of notifying the Class Members of the

Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs Payment. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$493,333, and an additional amount to reimburse actual litigation costs incurred by Plaintiffs not to exceed \$100,000. 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 \$15,000 each to the named Plaintiffs, 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 Payment. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, 75% (\$37,500) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$12,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is November 19, 2020, through December 12, 2024.

Participating Class Members have the right to object to any of these payments except for the PAGA Penalties Payment. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the court-approved Attorneys' Fees and Costs, Class Representative Service Payments, PAGA Penalties, and Administration Expenses have been 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 \$ [REDACTED]. 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. A "Workweek" is any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks worked 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. Forty Percent (40%) 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. Sixty Percent (60%) of each Participating Class Member's Individual Class Payment is in settlement of alleged claims for non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him or 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 are 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date that the check will expire (the void date). If you do not cash the check 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 your name.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all 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 the facts stated in the Operative Complaint, which occurred during the Class Period during employment in a non-exempt position in California, and expressly excludes all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims outside of the Class Period. "Released Parties" are Hawthorne's

subsidiaries, parent companies, or affiliates, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and subsidiaries.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiff Kissam's LWDA PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California, and expressly excludes all other claims including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are Hawthorne and Hawthorne's subsidiaries, parent companies, or affiliates, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked << [REDACTED] >> Workweeks during the Class Period (March 3, 2018, through December 12, 2024).

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

[Defendant's records reflect that you worked << [REDACTED] >> PAGA Pay Periods during the PAGA Period (November 19, 2020, through December 12, 2024). Based on this information your estimated Individual PAGA Payment is << [REDACTED] >>.]

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 [REDACTED], 2025 [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 [REDACTED] or email the dispute to [REDACTED] by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on [REDACTED], at 1:30 p.m. to decide whether to approve the Settlement and fix the amounts to be paid as administration expenses, attorneys' fees and costs to Class Counsel, and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after the hearing. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement and you will retain the right to sue Defendant 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.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is [REDACTED], 2025 [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 your request to opt out to [REDACTED] or email to [REDACTED] 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 *Kissam v. Hawthorne Hydroponics, LLC* lawsuit. The request to opt out should state your full name, address, and telephone number or email address. Please include the name and number of the case, which is *Kissam v. Hawthorne Hydroponics, LLC*, Case No. CIVSB2203720. 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 ILYM Group, [REDACTED]. Written requests for exclusion that are postmarked after [REDACTED], 2025, 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. At least sixteen (16) court days before the Final Approval Hearing, scheduled for [REDACTED], Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why they believe the proposed Settlement is fair, and a request 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 Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC* or on the Court's website (<https://cap.sb-court.org/login>), and entering the Case No. CIVSB2203720.

A Participating Class Member who disagrees with any aspect of the Settlement and/or the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is [REDACTED], 2025 [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 [REDACTED] or email to [REDACTED]. 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, *Kissam v. Hawthorne Hydroponics, LLC*, Case No. CIVSB2203720, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: [REDACTED]

Mailing Address: [REDACTED]

Telephone Number: [REDACTED]

Fax Number: [REDACTED]

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 Zoom through the Court's website or by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Jennifer B. Zargarof
Samson C. Huang

Morgan, Lewis & Bockius LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on [REDACTED], in Department 17 of the Superior Court of California, County of San Bernardino, located at 247 W. 3rd St. San Bernardino, CA 92415, before Judge Joseph T. Ortiz. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments 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, either in person or remotely using Zoom through the Court's website or CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC*. Hearing dates are also posted on the Internet via the Case Access page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2203720.

10. How Can I Get More Information?

You may call the Administrator at [REDACTED] or write to *Kissam v. Hawthorne Hydroponics, LLC* Administrator, c/o [REDACTED].

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 by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kissam v. Hawthorne Hydroponics, LLC*, where these documents will be posted as they become available. You may also 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 San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2203720. If you wish to view the Court files in person, you must go to the Clerk's Office located at 247 W. 3rd St. San Bernardino, CA 92415.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

HAMZA KISSAM and ASIA CRAWFORD,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

HAWTHORNE HYDROPONICS LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVSB2203720

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Joseph T. Ortiz
Dept: 17

Date Filed: March 3, 2022
Trial Date: Not set

This matter came before the Honorable Joseph T. Ortiz of the Superior Court of the State of California, in and for the County San Bernardino, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Hamza Kissam and Asia Crawford ("Plaintiffs") for preliminary approval of the Settlement with Defendant Hawthorne Hydroponics, LLC ("Defendant"). The Court, having considered the briefs, argument of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

PRELIMINARY APPROVAL ORDER

1 **IT IS HEREBY ORDERED:**

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

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

10 3. The Gross Settlement Amount that Defendant shall pay is One Million Four Hundred
11 Eighty Thousand Dollars (\$1,480,000). It appears to the Court on a preliminary basis that the
12 settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members
13 when balanced against the probable outcome of further litigation and the significant risks relating to
14 certification, liability, and damages issues. It further appears that investigation and research have
15 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
16 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
17 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
18 of the Action. It further appears that the Settlement has been reached as the result of serious and
19 non-collusive, arms-length negotiations.

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

26 5. The Agreement provides for an attorneys’ fees award not to exceed one-third of the
27 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$100,000, and
28

1 proposed Class Representative Service Payments to Plaintiffs in an amount not to exceed \$15,000
2 each. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of any
3 service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence
4 supporting these requests, including lodestar, prior to final approval.

5 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
6 representative treatment and certification of a class for settlement purposes only. This stipulation
7 will not be deemed admissible in this or any other proceeding should this Settlement not become
8 final. For settlement purposes only, the Court conditionally certifies the Class which consists of “all
9 individuals who are, or previously were, employed by Defendant Hawthorne Hydroponics, LLC and
10 classified as hourly non-exempt employees in the State of California at any time during the Class
11 Period.” The “Class Period” is from March 3, 2018, through December 12, 2024.

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

22 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
23 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel
24 for the Class.

25 9. The Agreement provides for a payment of \$50,000 in PAGA penalties to be deducted
26 from the Gross Settlement Amount, of which \$37,500 shall be allocated to the Labor & Workforce
27 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid
28

1 under the Agreement pursuant to the PAGA, and \$12,500 to the Aggrieved Employees. “Aggrieved
2 Employees” are all hourly non-exempt employees who worked for Hawthorne Hydroponics, LLC in
3 the State of California at any time during the PAGA Period (November 19, 2020, through December
4 12, 2024). Pursuant to Labor Code section 2699, subdivision (s)(2), the LWDA will be provided
5 notice of the Agreement and these settlement terms. The Court finds the amount allocated as PAGA
6 penalties under the Agreement to be reasonable.

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

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

26 12. The Court hereby preliminarily approves the proposed procedure for exclusion from
27 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
28

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

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

22 14. A final approval hearing shall be held before this Court on _____
23 _____ at 1:30 p.m. in Department 17 at the San Bernardino County Superior Court to
24 hear the motion for final approval and for attorneys’ fees and costs, and to determine all necessary
25 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
26 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
27 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
28

1 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
2 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
3 service award, and the fees and expenses of the Administrator. All papers in support of the motion
4 for final approval shall be filed with the Court and served on all counsel no later than sixteen (16)
5 court days before the hearing and the motion shall be heard at this final approval hearing.

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

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

HAMZA KISSAM and ASIA CRAWFORD,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

HAWTHORNE HYDROPONICS LLC, a
Limited Liability Company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVSB2203720

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Joseph T. Ortiz
Dept: 17

Date Filed: March 3, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Hamza Kissam and Asia Crawford (“Plaintiffs”) for an
2 order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Hawthorne Hydroponics, LLC (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable Josphe Ortiz.

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 San Bernardino, 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 One Million Four Hundred
16 Eighty Thousand Dollars (\$1,480,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length negotiations
19 conducted after Class Counsel had adequately investigated the claims and became familiar with the
20 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 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 the
25 same time, the Court approved conditional certification of the Class for settlement purposes 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 _____. The mailing of the Class Notice to their last-known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the 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 fully
10 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 Class
12 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 heard
18 have had a full and fair opportunity to be heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
20 determines that all Class Members who did not timely and properly submit a request for exclusion
21 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.* 48
24 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 Jonathan Andrews, a respected and experienced mediator
27
28

1 of wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs' and their counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiffs' counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. ____
8 objections were received. _____ requests for exclusion were received.

9 e. The participation rate was high. _____ Class Members will be mailed a
10 settlement payment, representing ____% of the overall Class.

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

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

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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

24 **Class Representative Service Payments**

25 12. The Agreement provides for Class Representative Service Payments of not more than
26 \$15,000 each to Plaintiffs, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$ _____ to each Plaintiff is reasonable in
28

1 light of the risks and burdens undertaken by Plaintiffs in this litigation, for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
3 release.

4 **Administration Expenses Payment**

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

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties of \$50,000 out of the Gross
13 Settlement Amount, \$37,500 of which shall be allocated to the Labor & Workforce Development
14 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
15 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees. The
16 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
17 Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay
18 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
19 by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all hourly non-
20 exempt employees who worked for Hawthorne Hydroponics, LLC in the State of California at any
21 time during the PAGA Period (November 19, 2020, through December 12, 2024). Pursuant to
22 Labor Code section 2699, subdivision (s)(2), the LWDA was provided notice of the Agreement and
23 these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
24 Penalties to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

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

3 All individuals who are, or previously were, employed by Defendant Hawthorne
4 Hydroponics, LLC and classified as hourly non-exempt employees in the State of
California at any time during the Class Period.

5 The “Class Period” is from March 3, 2018, through December 12, 2024.

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

9 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
10 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
11 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
12 Agreement, by transmitting the funds to the Administrator no later than 60 days after the Effective
13 Date.

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

17 19. The payment of Class Representative Service Payments in the amount of \$_____ to each Plaintiff is approved.

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

20 21. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
21 with the Agreement.

22 22. Pursuant to Labor Code section 2699, subdivision (s), Class Counsel shall submit a
23 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

24 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
25 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
26 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
27
28

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

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

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

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

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

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

3 28. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
10 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
11 Operative Complaint which occurred during the Class Period during employment in a non-exempt
12 position in California, and expressly excluding all other claims including claims for vested benefits,
13 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, social security, workers' compensation, and California class claims outside of the Class
15 Period.

16 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
17 themselves and their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The
19 "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could
20 have been alleged, based on the facts stated in the Operative Complaint and Plaintiff Kissam's
21 LWDA PAGA Notice which occurred during the PAGA Period during employment in a non-
22 exempt position in California, and expressly excluding all other claims including claims for vested
23 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
24 insurance, disability, social security, workers' compensation, and PAGA claims outside of the
25 PAGA Period.

26 (c) Plaintiffs and their respective former and present spouses, representatives,
27 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
28

1 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period,
2 as set forth fully in the Agreement.

3 (d) As used herein, "Released Parties" means: Defendant and its subsidiaries,
4 parent companies, or affiliates, and each of its former and present directors, officers, shareholders,
5 owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

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

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

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

17
18 Dated: _____

19 _____
20 HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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

OCTOBER 8, 2025

HAMZA KISSAM

RE: HAWTHORNE GARDENING COMPANY
FILE NUMBER: CA2551.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/10/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
01/13/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
02/28/22	RE	REVIEW & ANALYZE CASE NOTES/DAMAGE ANALYSIS AND 1198.5 RESPONSE DOCUMENTS	2.50	675	1,687.50
03/01/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.75	675	1,856.25
03/02/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION CASE	0.50	675	337.50
03/02/22	RE	REVIEW CLASS ACTION COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.50	675	337.50
03/02/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	3.75	675	2,531.25
03/02/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & CERTIFICATE OF ASSIGNMENT RE PAGA ONLY ACTION	0.50	675	337.50
03/02/22	RE	REVIEW PAGA ONLY COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/29/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE CLASS CASE	0.50	675	337.50
04/12/22	AR	RECEIVE AND REVIEW ORDER FROM COURT; DRAFT FOLLOW UP CORRESPONDENCE WITH AC REGARDING SERVICE; REVIEW FILE.	0.70	550	385.00
04/19/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE RE PAGA ONLY CASE	0.50	675	337.50
04/19/22	RE	PROVIDE NOTICE TO LWDA OF PAGA ACTION FILING	0.40	675	270.00
04/21/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE OF PROCESS VIA KNOX RE CLASS	0.70	675	472.50
04/21/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; SEND OUT FOR SERVICE OF PROCESS VIA KNOX RE PAGA	0.60	675	405.00
05/06/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA ONLY ACTION; CONFER W TEAM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/10/22	RE	FILE POS OF SUMMONS RE CLASS; EMAIL TO TEAM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/18/22	JH	REVIEW CORRESPONDENCE FROM DEFENSE COUNSEL; REVIEW FILE AND RESPOND	0.40	750	300.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/10/22	AR	REVIEW AND OUTLINE FILE DOCUMENTS FOR ONBOARDING IN ADVANCE OF DRAFTING CMC STATEMENT.	0.80	550	440.00
06/13/22	AR	REVIEW FILE AND ORDERS FOR ONBOARDING IN ADVANCE OF DRAFTING INITIAL STATUS CONFERENCE STATEMENT; DRAFT SUMMARY.	1.00	550	550.00
06/14/22	AR	FOLLOW UP REVIEW OF FILE IN ADVANCE OF MEET AND CONFER CORRESPONDENCE; TELECONFERENCE WITH VR REGARDING THE SAME.	0.50	550	275.00

TOTAL BILLED HOURS

ANDREW RONAN	3.00 hr @ 550.00	\$ 1,650.00
JEFF HERMAN	0.40 hr @ 750.00	\$ 300.00
RICO EHMANN	14.70 hr @ 675.00	\$ 9,922.50
SCOTT BLUMENTHAL	5.60 hr @ 450.00	\$ 2,520.00

TOTAL PROFESSIONAL SERVICES

23.70

\$ 14,392.50

COSTS ADVANCED

11/19/21	PAGA FILING FEE	75.00
03/29/22	ONELEGAL/FILING FEE	<u>1,603.52</u>
	TOTAL COSTS ADVANCED	<u>\$ 1,678.52</u>

TOTAL CURRENT CHARGES

\$ 16,071.02

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/09/2025
Due On: 11/08/2025

Hamza Kissam
28388 Ashford Ct.
Highland, CA 92346

CA2551

Hawthorne Hydroponics LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
VR	06/21/2022	Draft Case Management Statement: draft CMC st; review complaint and case notes; review docs	2.00	\$750.00	\$1,500.00
VR	06/21/2022	Draft: draft joint CMC statement; review complaint and case notes; review documents; correspondence to Def	2.50	\$750.00	\$1,875.00
VR	06/22/2022	review CMC statement; review status of case; review complaint; advise AGR	1.00	\$750.00	\$750.00
AR	06/22/2022	Review file in advance of meet and confer call; draft summary.	0.60	\$550.00	\$330.00
AR	06/22/2022	Attend meet and confer call; draft follow up correspondence.	0.60	\$550.00	\$330.00
AR	06/22/2022	Revise and finalize joint statement; correspondence with opposing counsel regarding the same.	0.70	\$550.00	\$385.00
VR	06/22/2022	Review and Revise: review and revise joint CMC statement; correspondence to Def	1.20	\$750.00	\$900.00
KN	06/23/2022	Review status; review filed complaint and Court notices; review emails by staff; review CMC statement; analysis of issues	0.75	\$950.00	\$712.50
VR	06/29/2022	court appearance at CMC; review CMC statement and complaints; prep; follow up	2.20	\$750.00	\$1,650.00

AR	07/19/2022	Review and outline file for status in advance of drafting discovery requests; draft follow up correspondence with VR and AC.	1.00	\$550.00	\$550.00
AR	07/19/2022	Draft discovery requests and notice of deposition in Class action; finalize for service.	2.50	\$550.00	\$1,375.00
VR	07/19/2022	Review and Analyze: review complaint and case notes; review correspondence between parties; advise AGR	0.60	\$750.00	\$450.00
AR	07/20/2022	Revise, finalize and serve discovery requests.	1.50	\$550.00	\$825.00
AR	08/08/2022	Multiple correspondence with opposing counsel.	0.50	\$550.00	\$275.00
AR	08/23/2022	Multiple correspondence with opposing counsel regarding mediation; draft follow up correspondence regarding mediation.	0.50	\$550.00	\$275.00
AR	08/24/2022	Multiple follow up correspondence regarding discovery responses.	0.50	\$550.00	\$275.00
KN	08/24/2022	Review status; emails; analysis of issues and next steps; provide input	0.50	\$950.00	\$475.00
AR	08/31/2022	Multiple correspondence with opposing counsel and AB regarding mediation and discovery timeline; review discovery for status.	0.80	\$550.00	\$440.00
CL	09/07/2022	Email from S. Huang re: meet and confer re: discovery; Discuss with AJ re: mediation with Ross and discovery extension.	0.40	\$750.00	\$300.00
AB	11/09/2022	Book mediation. Analyze mediation data needs.	2.00	\$895.00	\$1,790.00
AR	11/14/2022	Review and outline client documents for exhibit book; draft follow up correspondence.	1.50	\$550.00	\$825.00
AR	11/15/2022	Review and outline wage statements; draft mediation data request; submit to AB for review.	1.50	\$550.00	\$825.00
AR	11/16/2022	Revise, finalize, and serve mediation data request.	0.60	\$550.00	\$330.00
KN	11/16/2022	Review status; review mediation discussion and outline from staff; analysis of issues and next steps; provide input	0.50	\$950.00	\$475.00
AR	12/01/2022	Review file and correspondence for status of discovery; multiple correspondence with AC regarding the same.	0.50	\$550.00	\$275.00
AR	12/19/2022	Review file for status; follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
AR	01/04/2023	Review file for status; draft joint case management statement in Class action; submit to opposing counsel for review.	0.70	\$550.00	\$385.00

AR	01/04/2023	Draft stipulation and proposed order to stay matter in Class action; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
AR	01/04/2023	Review file for status; draft joint case management statement in PAGA action; submit to opposing counsel for review.	0.40	\$550.00	\$220.00
AR	01/04/2023	Draft stipulation and proposed order to stay matter in PAGA action; submit to opposing counsel for review.	0.70	\$550.00	\$385.00
KN	01/04/2023	Review status; review draft stipulation; review draft CMC statement	0.40	\$950.00	\$380.00
AR	01/05/2023	Follow up correspondence with opposing counsel regarding stipulation to stay matters and joint statements.	0.30	\$550.00	\$165.00
AR	01/05/2023	Revise, finalize, file and serve joint statement in Class Action.	0.40	\$550.00	\$220.00
AR	01/05/2023	Multiple correspondence regarding revisions to stipulation in Class action; teleconference regarding the same.	1.00	\$550.00	\$550.00
AR	01/05/2023	Revise, finalize, file and serve stipulation in Class action.	0.60	\$550.00	\$330.00
AR	01/05/2023	Revise, finalize, file and serve joint statement in PAGA Action.	0.40	\$550.00	\$220.00
AR	01/05/2023	Revise, finalize, file and serve stipulation in PAGA action.	0.50	\$550.00	\$275.00
AR	01/06/2023	Review docket for status; correspondence with AC regarding Courtlink update.	0.40	\$550.00	\$220.00
ASC	01/09/2023	Check if stip to stay approved by court, not yet	0.20	\$250.00	\$50.00
CL	01/11/2023	Review and analyze Court rejection of Stipulation and Proposed Order Staying Case pending mediation.	0.30	\$750.00	\$225.00
CL	01/11/2023	Prepare for Case Management Conference.	0.30	\$750.00	\$225.00
AR	01/11/2023	Receive and review mediation documents and data from opposing counsel; draft follow up correspondence regarding expert review.	0.30	\$550.00	\$165.00
AR	01/11/2023	Draft revised stipulations; submit to opposing counsel for review and signature.	0.80	\$550.00	\$440.00
ASC	01/11/2023	Review status of case, we did not get notice that case was reassigned, POS not signed by clerk, CTL saved in the file	0.30	\$250.00	\$75.00
ASC	01/11/2023	Check status of stip to stay, not signed yet	0.20	\$250.00	\$50.00

CL	01/12/2023	Review and analyze docket re: Further Case Management pending mediation.	0.20	\$750.00	\$150.00
ASC	01/12/2023	Save conformed copy of POS re notice of complex case	0.20	\$250.00	\$50.00
ASC	01/13/2023	Update POS	0.20	\$250.00	\$50.00
CL	01/16/2023	Review and analyze Notice of Ruling re: Case Management Statement.	0.30	\$750.00	\$225.00
AR	01/19/2023	Multiple correspondence regarding status of stipulation and order.	0.20	\$550.00	\$110.00
AR	01/24/2023	Receive and review additional documents and data from opposing counsel; draft follow up correspondence.	0.80	\$550.00	\$440.00
CL	01/25/2023	Email from S. Huang re: mediation documents and sampling.	0.30	\$750.00	\$225.00
AR	01/25/2023	Correspondence with TG and expert regarding document review.	0.40	\$550.00	\$220.00
AR	01/25/2023	Receive and review additional documents; draft follow up correspondence.	0.50	\$550.00	\$275.00
SB	01/25/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
CL	01/26/2023	Review and analyze email from S. Huang re: class size and workweeks.	0.20	\$750.00	\$150.00
ASC	01/26/2023	Update file re class size	0.20	\$250.00	\$50.00
KN	01/27/2023	Review mediation brief and documents; analysis of claims; provide input to AJ for mediation	1.00	\$950.00	\$950.00
SB	01/30/2023	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
SB	01/31/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
SB	02/01/2023	Attend mediation	8.00	\$450.00	\$3,600.00
ASC	02/01/2023	Txt AJ re mediation reminder	0.10	\$250.00	\$25.00
AR	02/06/2023	Multiple correspondence regarding status of discovery; review and outline orders; draft follow up correspondence regarding Belaire-West notice and protective order.	0.40	\$550.00	\$220.00
ASC	02/06/2023	Draft/update BW and PO for PAGA and Class	1.00	\$250.00	\$250.00
AR	02/07/2023	Draft Belaire-West notice and protective order in Class and PAGA matters; draft follow up correspondence with opposing counsel regarding	1.00	\$550.00	\$550.00

		the same.			
AR	02/22/2023	Draft follow up meet and confer correspondence regarding Belaire-West notice and protective order.	0.30	\$550.00	\$165.00
AR	03/03/2023	Draft stipulation and proposed order to lift discovery stay in Class and PAGA actions; draft follow up correspondence.	1.20	\$550.00	\$660.00
ASC	03/03/2023	Draft stips to lift stay on discovery	1.00	\$250.00	\$250.00
AR	03/10/2023	Review file for status of reply; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
CL	03/24/2023	Email to H. Kissam re: status and telephone call.	0.20	\$750.00	\$150.00
CL	03/24/2023	Telephone call to H. Kissam re: status of case.	0.20	\$750.00	\$150.00
CL	03/24/2023	Telephone call to H. Kissam re: status of case.	0.20	\$750.00	\$150.00
NB	04/26/2023	review med proposal, analyze, advise AJ.	1.75	\$995.00	\$1,741.25
AR	05/01/2023	Review file for status of discovery; draft joint statement in both Class action; submit to opposing counsel.	1.20	\$550.00	\$660.00
AR	05/01/2023	Review file for status of discovery; draft joint statement in both PAGA action; submit to opposing counsel.	0.70	\$550.00	\$385.00
AR	05/01/2023	Receive and review revisions to joint statement in class action; draft revised belaire-west notice and protective order per AB; submit further revisions; finalize for service.	0.80	\$550.00	\$440.00
AR	05/01/2023	Receive and review revisions to joint statement in PAGA action; draft revised belaire-west notice and protective order per AB; submit further revisions; finalize for service.	0.80	\$550.00	\$440.00
AR	05/08/2023	Receive and review motion to consolidate; draft follow up correspondence.	0.60	\$550.00	\$330.00
ASC	05/08/2023	Dwnld D's mtn to consolidate, fwd cost to CTL, save in file	0.30	\$250.00	\$75.00
ASC	05/08/2023	Draft and file/serve via one legal Notices of Remote Appearance for class and PAGA	0.50	\$250.00	\$125.00
ASC	05/11/2023	Draft disco re rounding, email memo re status of disco	1.00	\$250.00	\$250.00
CL	05/12/2023	Draft Request for Production, Set Two.	0.90	\$750.00	\$675.00
CL	05/12/2023	Draft First Amended PMK Deposition Notice.	0.70	\$750.00	\$525.00
ASC	05/12/2023	Dwnld c'd notice of RA and add to file	0.30	\$250.00	\$75.00

ASC	05/12/2023	Draft RFP set 2, finalize Amd PMK NOD, Srogs 2, POS, serve via email, circulate, ask CJ to calendar NOD, upd sprdshts	1.00	\$250.00	\$250.00
AR	05/17/2023	Multiple correspondence with AB and CTL regarding discovery; review orders and prior requests; draft summary correspondence with opposing counsel.	0.40	\$550.00	\$220.00
ASC	05/17/2023	Research IDC process and email AGR	0.30	\$250.00	\$75.00
AR	05/18/2023	Multiple correspondence with CTL and opposing counsel regarding Belaire-West notice and protective order, as well as confirmation of PMK deposition.	0.50	\$550.00	\$275.00
AR	05/19/2023	Follow up correspondence with opposing counsel regarding PMK and Belaire notice/protective order.	0.30	\$550.00	\$165.00
AR	05/24/2023	Multiple correspondence with AB regarding status of discovery; review file; draft follow up correspondence.	0.50	\$550.00	\$275.00
CL	05/26/2023	Email from clerk of court re: setting of Plaintiff's IDC.	0.30	\$750.00	\$225.00
AR	05/26/2023	Review IDC requirements; multiple correspondence with AC regarding the same.	0.50	\$550.00	\$275.00
RH	05/26/2023	Correspondence from clerk Jessica Garcez re informal discovery conference.	0.10	\$675.00	\$67.50
ASC	05/26/2023	Call clerk re IDC // email both parties per clerks instructions // ask CJ to calendar	0.50	\$250.00	\$125.00
CL	05/30/2023	Receipt and review Hawthorne Hydroponics - Form Interrogatories - General, Set 1.	0.30	\$750.00	\$225.00
CL	05/30/2023	Email to J. Gloates re: electronic service and objections to service of Hawthorne Hydroponics - Form Interrogatories - General, Set 1.	0.30	\$750.00	\$225.00
CL	06/01/2023	Receipt and review Defendant's Special Interrogatories, Set 1; Defendant's Form Interrogatories – Employment Law, Set 1; and Defendant's Request for Admission, Set 1.	0.40	\$750.00	\$300.00
RH	06/01/2023	Correspondence from Jeremy Gloates re Defendant's first set of discovery to Plaintiff.	0.10	\$675.00	\$67.50
CL	06/06/2023	Review and revise Belaire-West Notice.	0.30	\$750.00	\$225.00
AR	06/06/2023	Receive and review revisions to Belaire-West notice; review protective orders; draft opt out card, draft summary correspondence regarding outstanding issues and PMK deposition.	1.50	\$550.00	\$825.00

CL	06/07/2023	Email from S. Huang re: meet and confer re BW administration and IDC issues; Discuss with Andy re: same.	0.40	\$750.00	\$300.00
CL	06/07/2023	Email to S. Huang re: meet and confer re: Belaire-West and IDC; Discuss with Andy re: same.	0.30	\$750.00	\$225.00
AR	06/07/2023	Teleconference with CTL regarding deposition timeline and discovery responses; draft follow up correspondence.	0.50	\$550.00	\$275.00
AR	06/07/2023	Review revisions to Belaire notice; multiple correspondence with opposing counsel regarding protective order, Belaire notice, and PMK depositions.	0.70	\$550.00	\$385.00
AR	06/08/2023	Multiple correspondence with opposing counsel regarding Belaire-West notice.	0.40	\$550.00	\$220.00
AR	06/08/2023	Draft correspondence with third party administrator regarding administration bid.	0.30	\$550.00	\$165.00
AR	06/08/2023	Receive and review estimate; draft multiple follow up correspondence.	0.30	\$550.00	\$165.00
CL	06/12/2023	Revise Informal Discovery Statement.	0.50	\$750.00	\$375.00
AR	06/12/2023	Multiple correspondence with opposing counsel regarding IDC and status of Belaire notice/PMK deposition.	0.50	\$550.00	\$275.00
AR	06/12/2023	Review and outline file; draft IDC statement; multiple correspondence regarding lodging procedures.	2.20	\$550.00	\$1,210.00
AR	06/12/2023	Revise and finalize IDC statement; teleconference with CTL regarding the same; submit for lodging and service.	0.50	\$550.00	\$275.00
AR	06/12/2023	Receive, review and outline Defendant's IDC statement; draft follow up correspondence.	0.60	\$550.00	\$330.00
ASC	06/12/2023	Prep shells re P's Discovery responses	3.00	\$250.00	\$750.00
ASC	06/12/2023	Call clerk re lodging IDC stt, lodge/serve IDC statement via email, PhMwClerk re confirm receipt	0.50	\$250.00	\$125.00
CL	06/13/2023	Review and analyze Defendant's Brief re June 12, 2023 Informal Discovery Conference; Discuss Stipulation to Stay Pending Mediation with Andy.	0.40	\$750.00	\$300.00
AR	06/13/2023	Contact client regarding deposition and discovery responses; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	06/13/2023	Retrieve protective orders in class and PAGA matters; update file; multiple correspondence regarding the same.	0.70	\$550.00	\$385.00

KN	06/13/2023	Review status; review IDC materials; analysis of issues; advise staff	0.60	\$950.00	\$570.00
AR	06/14/2023	Review and outline IDC statements in advance of IDC; draft summary of arguments.	0.80	\$550.00	\$440.00
AR	06/14/2023	Receive correspondence from opposing counsel regarding Belaire notice; multiple correspondence with third party administrator regarding administration of notice.	0.50	\$550.00	\$275.00
AR	06/14/2023	Attend IDC; draft and circulate summary; follow up correspondence with AB.	1.30	\$550.00	\$715.00
AR	06/15/2023	Multiple correspondence with opposing counsel regarding discovery responses and Belaire-West notice.	0.30	\$550.00	\$165.00
AR	06/15/2023	Follow up correspondence with opposing counsel regarding class data and discovery.	0.30	\$550.00	\$165.00
AR	06/16/2023	Multiple follow up correspondence with client regarding discovery.	0.50	\$550.00	\$275.00
AR	06/16/2023	Begin drafting responses to form interrogatories.	1.50	\$550.00	\$825.00
AR	06/20/2023	Receive and review correspondence from third party administrator; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	06/20/2023	Review draft mailings from ILYM Group; multiple follow up correspondence regarding the same.	0.60	\$550.00	\$330.00
AR	06/21/2023	Follow up correspondence with client regarding discovery responses.	0.40	\$550.00	\$220.00
AR	06/21/2023	Correspondence with ILYM Group regarding Belaire-West notice.	0.40	\$550.00	\$220.00
AR	06/22/2023	Multiple follow up correspondence regarding client contact.	0.30	\$550.00	\$165.00
AR	06/22/2023	Review and outline time any handbook policies; draft summary for discovery responses.	1.50	\$550.00	\$825.00
ASC	06/22/2023	Draft oppo to mtn to consolidate	1.00	\$250.00	\$250.00
AR	06/23/2023	Follow up correspondence with client regarding discovery responses.	0.30	\$550.00	\$165.00
AR	06/23/2023	Continue drafting responses to form interrogatories.	1.80	\$550.00	\$990.00
AR	06/26/2023	Multiple correspondence with client regarding discovery requests; prepare summary.	1.20	\$550.00	\$660.00
AR	06/27/2023	Complete draft of responses to form interrogatories; prepare summary for client	1.20	\$550.00	\$660.00

		review.			
AR	06/27/2023	Draft responses to special interrogatories.	2.70	\$550.00	\$1,485.00
AR	06/27/2023	Draft responses to requests for admissions.	2.00	\$550.00	\$1,100.00
AR	06/27/2023	Teleconference with client regarding discovery responses and deposition.	0.80	\$550.00	\$440.00
AR	06/28/2023	Revise responses to form interrogatories – general pursuant to teleconference with client.	0.80	\$550.00	\$440.00
AR	06/28/2023	Revise responses to form interrogatories – employment law pursuant to teleconference with client.	1.60	\$550.00	\$880.00
AR	06/28/2023	Revise responses to requests for admissions pursuant to teleconference with client.	0.50	\$550.00	\$275.00
AR	06/28/2023	Revise responses to special interrogatories pursuant to teleconference with client.	1.80	\$550.00	\$990.00
AR	06/28/2023	Draft summary correspondence with CTL regarding status of discovery.	0.40	\$550.00	\$220.00
ASC	06/29/2023	Update FC re BW mailed and related dates	0.20	\$250.00	\$50.00
RH	06/30/2023	Correspondence from Jeremy Gloates re Defendant's responses to Plaintiff's discovery, and cursory review of same to determine further handling.	0.20	\$675.00	\$135.00
RH	06/30/2023	Correspondence from Samson Huang re depositions of witnesses.	0.10	\$675.00	\$67.50
CL	07/05/2023	Review and a revise Plaintiff's Responses to Request for Admissions, Set One.	0.60	\$750.00	\$450.00
AR	07/05/2023	Multiple correspondence with CTL regarding discovery responses and PMK deposition.	0.30	\$550.00	\$165.00
RH	07/05/2023	Preparation of Plaintiff's Opposition to Defendant's Motion to Consolidate, including memorandum, declaration, and exhibits; contemporaneous examination of motion and supporting documents, and research regarding supporting and countervailing authorities.	5.90	\$675.00	\$3,982.50
CL	07/06/2023	Revise and analyze Plaintiff's response to request for admissions, set one; Discuss with Andy re: same.	0.50	\$750.00	\$375.00
CL	07/06/2023	Revise and analyze Plaintiff's response to special interrogatories, set one; Discuss with Andy re: same.	0.70	\$750.00	\$525.00
AR	07/06/2023	Teleconference with CTL regarding discovery responses; draft summary.	1.30	\$550.00	\$715.00

AR	07/06/2023	Draft final revisions to responses to Form Interrogatories - Employment Law; submit to client for review and verification.	1.30	\$550.00	\$715.00
AR	07/06/2023	Draft final revisions to responses to Form Interrogatories - General; submit to client for review and verification.	1.20	\$550.00	\$660.00
AR	07/06/2023	Draft final revisions to responses to Requests for Admissions; submit to client for review and verification.	1.30	\$550.00	\$715.00
AR	07/06/2023	Teleconference with client regarding verifications for discovery responses.	0.50	\$550.00	\$275.00
AR	07/07/2023	Draft final revisions to responses to Special Interrogatories; submit to client for review and verification.	1.20	\$550.00	\$660.00
AR	07/07/2023	Teleconference with client regarding discovery responses.	0.50	\$550.00	\$275.00
AR	07/07/2023	Format and finalize discovery responses; draft proof of service; correspondence with opposing counsel regarding discovery responses and deposition timeline.	1.00	\$550.00	\$550.00
CL	07/10/2023	Discuss Opposition to Consolidate with Randy; Discuss stipulation to continue hearing date.	0.30	\$750.00	\$225.00
RH	07/11/2023	Correspondence with Defendant regarding hearing on Motion to Consolidate.	0.20	\$675.00	\$135.00
AR	07/12/2023	Review file for status; draft joint case management statement in Class action; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
AR	07/12/2023	Review file for status; draft joint case management statement in PAGA action; submit to opposing counsel for review.	0.80	\$550.00	\$440.00
AR	07/13/2023	Begin review and outlining of discovery responses from Defendant; draft comprehensive meet and confer correspondence.	2.20	\$550.00	\$1,210.00
AR	07/13/2023	Multiple follow up correspondence regarding joint status reports; teleconference with CTL regarding the same.	0.50	\$550.00	\$275.00
RH	07/13/2023	Correspondence from Kristina Wilcox re Defendant's Reply in support of Motion to Consolidate, and cursory review of same to determine further handling.	0.20	\$675.00	\$135.00
CL	07/14/2023	Review and analyze opt out Belaire-West Notice; Email from Y. Salvador re: update.	0.20	\$750.00	\$150.00
CL	07/14/2023	[PAGA] Review and analyze Defendant's	0.30	\$750.00	\$225.00

		Revisions to Joint Case Management Conference Statement.			
CL	07/14/2023	[PAGA] Finalize Joint Case Management Conference Statement; Email to S. Huang re: same.	0.30	\$750.00	\$225.00
CL	07/14/2023	[Class] Finalize Joint Case Management Conference Statement; Email to S. Huang re: same.	0.30	\$750.00	\$225.00
CL	07/14/2023	[Class] Review and analyze Defendant's Revisions to Joint Case Management Conference Statement.	0.20	\$750.00	\$150.00
RH	07/14/2023	Correspondence from Samsung Huang re revised Joint Case Management Statements.	0.10	\$675.00	\$67.50
RH	07/14/2023	Correspondence from Yesenia Salvador re ILYM's status report re mailed notices and responses.	0.20	\$675.00	\$135.00
CL	07/17/2023	Discuss with Andy re Responses to Request for Production Set Two and Special Interrogatories Set Two and waiver of objections.	0.30	\$750.00	\$225.00
CL	07/17/2023	Discuss with Andy responses to Request for Production related to rounding claim and financials related to argument of neutrality per Camps v. HomeDepot.	0.30	\$750.00	\$225.00
AR	07/17/2023	Multiple correspondence with CTL regarding status of discovery.	0.30	\$550.00	\$165.00
AR	07/17/2023	Complete review and outlining of Defendant's discovery responses; draft comprehensive meet and confer correspondence.	1.80	\$550.00	\$990.00
CL	07/18/2023	Telephone call from Jessica (court clerk) continuing motion to consolidate due to unavailability; Discuss with Randy re CMC.	0.30	\$750.00	\$225.00
RH	07/18/2023	Correspondence from Samsung Huang re depositions of Defendant's PMKs and Plaintiff.	0.20	\$675.00	\$135.00
CL	07/19/2023	Discuss PMK depositions with Andy.	0.30	\$750.00	\$225.00
AR	07/21/2023	Multiple correspondence with opposing counsel regarding deposition timeline.	0.30	\$550.00	\$165.00
AR	07/21/2023	Follow up correspondence regarding discovery responses.	0.20	\$550.00	\$110.00
RH	07/21/2023	Correspondence from Yesenia Salvador re ILYM report regarding mailed notices and received responses.	0.10	\$675.00	\$67.50
RH	07/21/2023	Correspondence from Samson Huang re	0.10	\$675.00	\$67.50

depositions of Defendant's PMK and Plaintiff.					
RH	07/24/2023	Correspondence from Samson Huang re: Plaintiff's responses to Defendant's first set of discovery.	0.10	\$675.00	\$67.50
RH	07/24/2023	Correspondence from Samson Huang re telephone call to meet and confer re Defendant's discovery responses.	0.10	\$675.00	\$67.50
RH	07/24/2023	Receipt and review of meet and confer letter from Samson Huang re Plaintiff's responses to first set of discovery, and determination as to plan for handling.	0.20	\$675.00	\$135.00
RH	07/25/2023	Receipt, review, and analysis of Court's Notice of Continuance of Further Case Management Conference and Motion to Consolidate, and determination as to further handling of the same.	0.20	\$675.00	\$135.00
AR	07/27/2023	Multiple correspondence with opposing counsel regarding discovery responses and depositions.	0.50	\$550.00	\$275.00
RH	07/27/2023	Correspondence from Samson Huang re: second deposition of Defendant's PMK and and meet and confer re: discovery responses.	0.10	\$675.00	\$67.50
RH	07/27/2023	Correspondence from Yesenia Salvador re: status report from ILYM re: mailed notices and received responses.	0.10	\$675.00	\$67.50
CL	07/31/2023	Email from Y. Salvadore: final report re Belaire-West Notices; Review and analyze Final Report.	0.40	\$750.00	\$300.00
AR	07/31/2023	Receive and review class data; multiple follow up correspondence.	0.80	\$550.00	\$440.00
AR	08/01/2023	Multiple correspondence with RG regarding claims and additional reps; outline claims and draft summary.	1.00	\$550.00	\$550.00
FG	08/01/2023	Intake assignment, email Wayne for case access, email Andrew R. for case info and clarification.	0.58	\$250.00	\$145.83
FG	08/01/2023	Review case Complaint, case notes, Exhibits, case file preparing to locate and sign-up new class rep to replace current named rep.	1.00	\$250.00	\$250.00
FG	08/01/2023	Emails with AR to discuss case notes and lack of certain claims that appear in Complaint but not in case notes. [?]. AR says team is aware of discrepancies and are "working on it".	0.17	\$250.00	\$41.67
FG	08/01/2023	Cut contact list for my use to make calls. Print list, bind.	0.58	\$250.00	\$145.83
FG	08/01/2023	Call with Kenneth Arthur to discuss the case and to pitch class rep status. Many questions from Mr.	1.00	\$250.00	\$250.00

		Arthur regarding the claims and the process of the case. He will consider retainer, auth. form and Class Rep option.			
FG	08/01/2023	Email team regarding call with Kenneth Arthur, and Taylor to dispatch retainer and authorization form.	0.42	\$250.00	\$104.17
FG	08/01/2023	2nd call with Kenneth Arthur to discuss case and further answer his question about chances he's have to appear in court. I explained how most of these cases are resolved by settlement; one reason being that when Defendants settle they do not agree to change their practices whereas if the case was in court and they lost, they would likely then have to change non-compliant practices.	0.33	\$250.00	\$83.33
FG	08/01/2023	Start calls in search of new class rep to replace current rep.	0.42	\$250.00	\$104.17
CL	08/02/2023	Draft and revise Plaintiff's Supplemental Responses to Form Interrogatories, Discuss with Andy in preparation for meet and confer with Defendant.	1.30	\$750.00	\$975.00
CL	08/02/2023	Draft and revise Plaintiff's Supplemental Responses to Special Interrogatories, Discuss with Andy in preparation for meet and confer with Defendant.	1.50	\$750.00	\$1,125.00
CL	08/02/2023	Review and analyze responses to request for admissions in preparation for meet and confer with Defendant; Discuss with Andy re: same.	0.40	\$750.00	\$300.00
CL	08/02/2023	Multiple emails from J. Ross re: mediation and opposing counsel's request.	0.30	\$750.00	\$225.00
AR	08/02/2023	Teleconference with CTL regarding discover responses.	1.20	\$550.00	\$660.00
AR	08/02/2023	Outline discovery and prepare for meet and confer call with opposing counsel.	0.80	\$550.00	\$440.00
AR	08/02/2023	Meet and confer teleconference with opposing counsel regarding discovery responses; draft comprehensive summary; follow up correspondence regarding mediation.	1.00	\$550.00	\$550.00
FG	08/02/2023	Text follow-up to Kenneth Arthur. Call to discuss shift changeover, availability of pay statements, status of class rep interest. Waiting.	0.33	\$250.00	\$83.33
FG	08/03/2023	Call and text messages to Kenneth Arthur to inquire about pay statements, shift change over, etc. Waiting.	0.25	\$250.00	\$62.50
FG	08/03/2023	Review Def's production in case file, specifically, pay codes, rounding policy, and tardiness policy.	1.00	\$250.00	\$250.00

		Email question to team regarding applicability of rounding policy in CA. Waiting on answer.			
AR	08/03/2023	Multiple correspondence with mediator; draft summary regarding motion to compel deadline.	0.30	\$550.00	\$165.00
AR	08/03/2023	Review and outline policies; correspondence with RG regarding the same.	0.80	\$550.00	\$440.00
AR	08/03/2023	Follow up correspondence with opposing counsel regarding outstanding discovery.	0.30	\$550.00	\$165.00
FG	08/07/2023	Email team as to current status of my search for a replacement Plaintiff.	0.25	\$250.00	\$62.50
FG	08/07/2023	Email Taylor asking about his retainer. Email team advising them that Mr. Arthur signed up as new plaintiff. No response from team. ??	0.25	\$250.00	\$62.50
ASC	08/08/2023	Email new rep re introduction and set up a phone meeting with AGR	0.30	\$250.00	\$75.00
CL	08/08/2023	Discuss with Rick and Andy re: intake form and conference call with new class representative Arthur.	0.40	\$750.00	\$300.00
FG	08/08/2023	Email CLV, AJB, AR, regarding apparent intake of signed Arthur decl and retainer...so, he is the new Plaintiff replacing Kissam	0.25	\$250.00	\$62.50
AR	08/09/2023	Multiple correspondence regarding new client.	0.30	\$550.00	\$165.00
AR	08/09/2023	Prepare for and attend meet and confer teleconference with opposing counsel; draft and circulate comprehensive summary.	2.50	\$550.00	\$1,375.00
CL	08/09/2023	Discuss Amended Deposition Notices of PMK with Andy.	0.30	\$750.00	\$225.00
AR	08/10/2023	Draft and serve amended notices of deposition; draft follow up correspondence.	1.00	\$550.00	\$550.00
ASC	08/11/2023	Calendar deadline to confirm and set up court reporter for 2 upcoming PMK depositions	0.20	\$250.00	\$50.00
AR	08/16/2023	Review status of discovery and prepare for meet and confer call with opposing counsel.	0.40	\$550.00	\$220.00
AR	08/16/2023	Meet and confer teleconference with opposing counsel; draft and submit follow up summary.	1.20	\$550.00	\$660.00
ASC	08/17/2023	Set up court reporters for depositions 8/31 and 9/7; confirmed depositions going forward with AGR, add to internal calendar	0.60	\$250.00	\$150.00
AR	08/22/2023	Multiple correspondence with client regarding deposition.	0.30	\$550.00	\$165.00

CL	08/23/2023	Email from S. Huang re: verifications to discovery.	0.20	\$750.00	\$150.00
AR	08/23/2023	Multiple correspondence regarding verifications; update file.	0.30	\$550.00	\$165.00
ASC	08/24/2023	Confirm court reporter reservation with Aptus for upcoming PMK depo 8/31/23, send zoom link to CTL/AGR	0.20	\$250.00	\$50.00
AR	08/24/2023	Multiple correspondence with CTL regarding depositions.	0.40	\$550.00	\$220.00
AR	08/24/2023	Review production and update exhibit book; multiple correspondence with CTL regarding summary.	1.50	\$550.00	\$825.00
CL	08/26/2023	Review and analyze all policies and procedures produced by Defendant, paycodes, wage statements and time records of class and named plaintiff in preparation for PMK deposition; Draft PMK deposition outline.	3.60	\$750.00	\$2,700.00
RH	08/28/2023	Preparation for pending Case Management Statement by comprehensive review of relevant file materials, including prior status statements, correspondences, discovery, and docket.	0.60	\$675.00	\$405.00
RH	08/28/2023	Preparation for drafting Case Management Statements in both PAGA and Class Actions by cursory review of relevant file materials to determine major issues warranting discussion with Court.	0.30	\$675.00	\$202.50
RH	08/29/2023	Receipt and review of Defendant's Objections to Plaintiff's Second Amended Notice of Taking Deposition of its PMK.	0.10	\$675.00	\$67.50
CL	08/29/2023	Email to E. Lietzow re: damages analysis for Plaintiff's claims.	0.30	\$750.00	\$225.00
AR	08/29/2023	Multiple correspondence with CTL regarding status of discovery and amendment.	0.30	\$550.00	\$165.00
AR	08/29/2023	Complete supplemental responses to special interrogatories.	1.50	\$550.00	\$825.00
KN	08/29/2023	Review status; updated exhibit book; review summaries from staff; analysis of claims and facts; provide input	0.75	\$950.00	\$712.50
CL	08/30/2023	Prepare for conference call with E. Lietzow re: Damage analysis re Plaintiff's records; Conference call with E. Lietzow; Review and analyze time/payroll records; Draft memorandum to file re: Plaintiff's damages analysis.	1.30	\$750.00	\$975.00
RH	08/30/2023	Draft of Joint Case Management Conference Statements in both PAGA and Class Action;	1.30	\$675.00	\$877.50

		including contemporaneous review of relevant file materials and Court docket and confer with AGR re status of discovery; and correspondence to Defendant re same.			
AR	08/30/2023	Begin drafting supplemental responses to form interrogatories – general.	1.30	\$550.00	\$715.00
AR	08/30/2023	Draft supplemental responses to form interrogatories – employment law.	1.00	\$550.00	\$550.00
AR	08/30/2023	Draft supplemental responses to requests for admissions.	0.80	\$550.00	\$440.00
CL	08/30/2023	Review and analyze production of damages summary for rounded time produced by Defendant in preparation for PMK deposition; Review and analyze Defendant's responses to written discovery in preparation for same.	2.70	\$750.00	\$2,025.00
ASC	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
AR	08/31/2023	Receive and review additional files from opposing counsel; teleconference with CTL in advance of deposition.	0.60	\$550.00	\$330.00
AR	08/31/2023	Teleconference with client regarding supplemental discovery responses; draft summary.	0.70	\$550.00	\$385.00
CL	08/31/2023	Attend Deposition of Rick Mullin (PMK for Defendant).	7.30	\$750.00	\$5,475.00
CL	08/31/2023	Draft email to court report re: exhibits marked.	0.40	\$750.00	\$300.00
ASC	09/01/2023	Class/PAGA - Review status of case, confirm hearing still on calendar 9/8/23, set up remote appearance for AGR/HH	0.30	\$250.00	\$75.00
ASC	09/01/2023	Class/PAGA - Draft stipulations and proposed orders to file fac to add rep Kenneth Arthur	1.00	\$250.00	\$250.00
AR	09/01/2023	Follow up correspondence regarding joint statements.	0.30	\$550.00	\$165.00
AR	09/01/2023	Receive revisions to joint statements; draft further revisions; finalize, file and serve.	0.60	\$550.00	\$330.00
AR	09/01/2023	Finalize supplemental discovery responses; aggregate and serve.	0.80	\$550.00	\$440.00
AR	09/01/2023	Draft summary correspondence regarding plaintiff's deposition.	0.30	\$550.00	\$165.00
CL	09/01/2023	Receipt and review Defendant's IDC statement.	0.40	\$750.00	\$300.00
CL	09/04/2023	Review and analyze policies and procedures in	4.60	\$750.00	\$3,450.00

		preparation for deposition outline of HR policies PMK; Prepare exhibits for same.			
CL	09/05/2023	Discuss with AJ Class Certification motion and declaration from client and analysis of time and payroll sample; Discuss with Andy re: same.	0.50	\$750.00	\$375.00
CL	09/05/2023	Discuss with AJ Class Certification motion and declaration from client and analysis of time and payroll sample; Discuss with Andy re: IDC request.	0.50	\$750.00	\$375.00
ASC	09/05/2023	Email CJ re DSC NOD of Plaintiff 9/14	0.20	\$250.00	\$50.00
AR	09/05/2023	Receive and review verification; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	09/05/2023	Multiple correspondence regarding deposition.	0.30	\$550.00	\$165.00
AR	09/05/2023	Teleconference with opposing counsel regarding depositions and status; draft follow up correspondence.	0.60	\$550.00	\$330.00
CL	09/06/2023	Email from S. Huang re: meet and confer re: Supplemental Production related to tardy attendance; Review and analyze production re: same.	0.50	\$750.00	\$375.00
ASC	09/06/2023	Confirm court reporter reservation with Aptus for upcoming PMK depo 9/7/23, send zoom link to CTL/AGR	0.20	\$250.00	\$50.00
ASC	09/06/2023	Prepare objection to P's NOD with objections to D's RFP	0.50	\$250.00	\$125.00
HH	09/06/2023	Review and Analyze: Review correspondence and supplementary production of documents from defense counsel	0.50	\$450.00	\$225.00
ASC	09/06/2023	Find, download and review related cases Gonzalez, Araiza, Norris, Weckiewicz, email summary to AJ/CTL	1.50	\$250.00	\$375.00
ASC	09/06/2023	Get more documents re MPA filed in the related Weckiewicz case	0.50	\$250.00	\$125.00
ASC	09/06/2023	Review court's procedures re IDC, email AGR re need to call clerk and send an email to reserve date	0.30	\$250.00	\$75.00
CL	09/06/2023	Discuss with AJ re motion for class certification and final approvals in related cases.	0.50	\$750.00	\$375.00
CL	09/06/2023	Review and analyze preliminary approval motions and settlement agreements of related cases.	0.70	\$750.00	\$525.00
AR	09/06/2023	Receive and review additional production; draft follow up correspondence.	0.80	\$550.00	\$440.00

AR	09/06/2023	Teleconference with CTL regarding status; multiple correspondence with HH regarding client deposition.	0.40	\$550.00	\$220.00
AR	09/06/2023	Multiple correspondence regarding amendment and IDC regarding records.	0.50	\$550.00	\$275.00
ASC	09/07/2023	Call clerk Jessica Garcez, (909) 708-8715, and reserved 9/18 at 1 pm. for IDC, email AGR re instructions to M&C with OPC and confirm date via email // Discuss court's availability for IDC with AGR, request alternative dates and confirm due date of IDC statement	0.60	\$250.00	\$150.00
AR	09/07/2023	Draft stipulation for leave to amend and first amended complaint; submit to opposing counsel.	2.50	\$550.00	\$1,375.00
AR	09/07/2023	Receive verification; draft proof of service and serve.	0.30	\$550.00	\$165.00
AR	09/07/2023	Draft and serve objections to notice of deposition and request for documents.	1.50	\$550.00	\$825.00
AR	09/07/2023	Multiple correspondence with AC regarding IDC; review requirements.	0.30	\$550.00	\$165.00
AR	09/07/2023	Review file documents to determine mediation privilege; draft summary correspondence.	0.70	\$550.00	\$385.00
AR	09/08/2023	Receive and review tentative; draft and circulate summary.	0.80	\$550.00	\$440.00
AR	09/08/2023	Prepare for and attend motion hearing on motion to consolidate and case management conference; draft follow up correspondence.	1.20	\$550.00	\$660.00
AR	09/08/2023	Review and outline prior deposits; multiple correspondence with AB regarding the same.	0.50	\$550.00	\$275.00
ASC	09/08/2023	Review correspondence from OPC re availability for IDC, email court clerk to request IDC 9/20, cc OPC	0.50	\$250.00	\$125.00
KN	09/08/2023	Review tentative; review briefing on motion to consolidate; provide thoughts and advise CL	0.50	\$950.00	\$475.00
ASC	09/11/2023	Review file and case notes, Draft Class cert declarations for Kissam and Arthur and email to CTL/AGR for review	0.50	\$250.00	\$125.00
ASC	09/12/2023	Follow up via email with court clerk to request IDC 9/20, cc OPC, IDC set for 9/20	0.30	\$250.00	\$75.00
CL	09/12/2023	Email from J. Garcez re: request for IDC and IDC brief schedule.	0.20	\$750.00	\$150.00
AR	09/12/2023	Multiple correspondence with Court regarding IDC; review local rules and requirements; draft	0.60	\$550.00	\$330.00

		follow up correspondence.			
ASC	09/14/2023	Review status of case and confirm 9/20/23 IDC still on calendar, confirm zoom link to appear remotely for AGR	0.30	\$250.00	\$75.00
ASC	09/14/2023	Review correspondence from Aptus re missing exhibit for depo taken 8/31/23; email doc and cc CTL	0.20	\$250.00	\$50.00
AR	09/14/2023	Review and outline file and prior discovery; draft summary for IDC statement.	1.40	\$550.00	\$770.00
AR	09/14/2023	Review local rules; begin drafting IDC statement; correspondence with CTL regarding the same.	2.00	\$550.00	\$1,100.00
CL	09/14/2023	Revise IDC Statement to include PMK testimony and case law on rounding and meal period premium related to common proof.	2.60	\$750.00	\$1,950.00
AR	09/15/2023	Receive and review revisions to IDC statement; draft further revisions.	0.80	\$550.00	\$440.00
AR	09/15/2023	Multiple follow up correspondence with opposing counsel regarding stipulation for leave to amend and Plaintiff's deposition.	0.50	\$550.00	\$275.00
AR	09/15/2023	Review and outline at issue discovery pursuant to teleconference with opposing counsel.	0.80	\$550.00	\$440.00
CL	09/15/2023	Email from S. Huang re: meet and confer re: IDC briefs.	0.30	\$750.00	\$225.00
ASC	09/18/2023	Review alert from Courtlinks re cases consolidated, update file, check status of discovery and IDC	0.20	\$250.00	\$50.00
ASC	09/18/2023	Finalize IDC brief, lodge and serve on OPC via email, circulate	0.30	\$250.00	\$75.00
AR	09/18/2023	Revise and finalize IDC statement; submit for lodging and service.	1.80	\$550.00	\$990.00
ASC	09/19/2023	Research tolling of MTC deadline pursuant to IDC requested on 9/8 and set for 9/20	0.20	\$250.00	\$50.00
CL	09/19/2023	Receipt and review Transcript of R. Mullin.	0.20	\$750.00	\$150.00
CL	09/20/2023	Discuss with Andy class certification re: numerosity and class discovery related to IDC.	0.30	\$750.00	\$225.00
PM	09/20/2023	Advise AR re upcoming IDC; review summary of IDC and analyze discovery issues.	0.50	\$750.00	\$375.00
AR	09/20/2023	Review and outline Defendant's IDC statement in advance of IDC; draft follow up correspondence; draft summary of arguments for IDC.	1.50	\$550.00	\$825.00

AR	09/20/2023	Prepare for and attend IDC; draft and circulate summary.	1.30	\$550.00	\$715.00
AR	09/20/2023	Receive and review severance agreement regarding new client; draft follow up correspondence.	0.80	\$550.00	\$440.00
CL	09/21/2023	Receipt and review deposition of A. Quick.	0.30	\$750.00	\$225.00
ASC	09/26/2023	Follow up to confirm link to appear remotely at 9/29/23 continued IDC, email to AGR	0.30	\$250.00	\$75.00
AR	09/26/2023	Review and outline severance agreement; multiple correspondence with CTL regarding the same.	0.50	\$550.00	\$275.00
CL	09/27/2023	Discuss with Andy schedules for CMs related to request for production in preparation for IDC.	0.30	\$750.00	\$225.00
AR	09/27/2023	Develop sampling matrix pursuant to call with expert for meet and confer teleconference with opposing counsel.	0.80	\$550.00	\$440.00
AR	09/27/2023	Review and outline discovery responses; draft comprehensive summary for teleconference with opposing counsel.	1.40	\$550.00	\$770.00
AR	09/27/2023	Prepare for and attend meet and confer teleconference; draft and circulate summary.	2.40	\$550.00	\$1,320.00
ASC	09/27/2023	Discuss tolling of MTC with AGR in light of IDC	0.30	\$250.00	\$75.00
AR	09/28/2023	Receive and review correspondence from opposing counsel regarding outstanding discovery; review against responses; draft summary and response.	1.00	\$550.00	\$550.00
AR	09/28/2023	Draft correspondence with Court regarding IDC.	0.40	\$550.00	\$220.00
CL	09/29/2023	Email from J. Garcez re: taking IDC off calendar.	0.20	\$750.00	\$150.00
AR	09/29/2023	Update discovery matrix and flowchart pursuant to additional meet and confer efforts; draft follow up correspondence.	0.50	\$550.00	\$275.00
ASC	10/13/2023	Review staufs of case, check if Defendant notice P's depo on proposed dates, no notice yet, discuss with AGR	0.20	\$250.00	\$50.00
AR	10/13/2023	Review file for status of discovery; draft follow up meet and confer correspondence.	0.40	\$550.00	\$220.00
AR	10/16/2023	Multiple correspondence with opposing counsel regarding status of discovery.	0.50	\$550.00	\$275.00
AR	10/16/2023	Correspondence with Client regarding matter.	0.70	\$550.00	\$385.00
AR	10/17/2023	Teleconference with client regarding matter and	0.50	\$550.00	\$275.00

		deposition.			
CL	10/20/2023	Receipt and review deposition transcript of R. Mullin.	0.30	\$750.00	\$225.00
AR	11/01/2023	Multiple follow up correspondence with opposing counsel regarding status of discovery and PMK deposition.	0.40	\$550.00	\$220.00
ASC	11/09/2023	Review docs produced by defendant in response to RFP, add docs to exhibit book	0.80	\$250.00	\$200.00
CL	11/09/2023	Receipt and review production HAWTHORNE 000225 - 000250.	0.40	\$750.00	\$300.00
AR	11/10/2023	Review and outline discovery responses; draft comprehensive meet and confer correspondence.	1.60	\$550.00	\$880.00
AR	11/13/2023	Review and outline discovery documents; draft follow up meet and confer correspondence with opposing counsel.	1.30	\$550.00	\$715.00
AR	11/15/2023	Review document deposit; draft updated exhibit book and flow chart.	0.60	\$550.00	\$330.00
CL	11/16/2023	Email from S. Huang re: meet and confer re: further responses to discovery and dates for PMK deposition.	0.30	\$750.00	\$225.00
KN	11/18/2023	Review status and emails; review updated summaries of documents and discovery; analysis of issues	0.50	\$950.00	\$475.00
YS	11/28/2023	Email to D. Brown at OPC office with request to add T. Gonzalez to service list.	0.10	\$250.00	\$25.00
AR	11/28/2023	Review file for status; draft joint statement and submit to opposing counsel for review.	0.80	\$550.00	\$440.00
AR	11/28/2023	Revise, finalize, file and serve joint statement.	0.50	\$550.00	\$275.00
CL	11/29/2023	Email from S. Huang re meet and confer re: dates for PMK depositions; Discuss with Andy re: dates and class certification deadlines.	0.30	\$750.00	\$225.00
AR	12/08/2023	Prepare for and attend CMC; draft and circulate summary.	1.30	\$550.00	\$715.00
ASC	12/15/2023	Review document's produced by defendant in response to P's RFP; update exhibit book	1.00	\$250.00	\$250.00
AR	12/19/2023	Multiple correspondence with AB regarding expert report.	0.40	\$550.00	\$220.00
AR	12/19/2023	Review file for status of discovery and document production; draft multiple follow up correspondence with opposing counsel.	0.50	\$550.00	\$275.00

AR	12/20/2023	Multiple correspondence with opposing counsel regarding documents; review prior orders and meet and confer correspondence.	0.50	\$550.00	\$275.00
AR	12/21/2023	Multiple follow up correspondence regarding motion to compel.	0.30	\$550.00	\$165.00
AR	01/09/2024	Multiple correspondence regarding motion to compel deadline.	0.50	\$550.00	\$275.00
AR	01/11/2024	Multiple correspondence with opposing counsel regarding status of supervisor information; attempt call and draft follow up correspondence.	0.50	\$550.00	\$275.00
AR	01/12/2024	Receive and review supplemental discovery responses and documents; draft follow up correspondence.	0.60	\$550.00	\$330.00
AR	01/15/2024	Review and outline discovery for status; draft follow up correspondence with CTL regarding motions to compel.	0.40	\$550.00	\$220.00
AR	01/15/2024	Review document production to confirm motion to compel timeline and sufficiency of response.	0.70	\$550.00	\$385.00
AR	01/16/2024	Teleconference with opposing counsel regarding status; draft follow up correspondence.	0.60	\$550.00	\$330.00
AR	01/18/2024	Teleconference with client regarding status; update file.	0.50	\$550.00	\$275.00
AR	01/30/2024	Review file for status of contact list; draft follow up correspondence; update exhibit book.	0.40	\$550.00	\$220.00
CL	02/20/2024	Discuss with AJ re class certification briefing; Discuss with Andy re: responses to discovery.	0.90	\$750.00	\$675.00
CL	03/08/2024	Conference call with E. Lietzow re class damages analysis and Plaintiff's damages analysis.	0.50	\$750.00	\$375.00
AR	03/11/2024	Review file and draft summary of discovery; multiple correspondence with CTL regarding declaration.	0.80	\$550.00	\$440.00
FG	03/21/2024	Read and mark-up Richard Mullin PMK depo in preparation for summary.	5.20	\$250.00	\$1,300.00
FG	03/21/2024	Email questions to CLV regarding minutes gained and lost under rounding policy. Does the tardy policy act to negate the "value" of minutes rounded back to start time, such as 8:01, 8:02, maybe 8:03. Some rounded back minutes are paid but the employee may be charged tardy points for those minutes leading to discipline.	0.33	\$250.00	\$83.33
CL	03/22/2024	Conference call with E. Lietzow re damages analysis for class.	0.40	\$750.00	\$300.00

CL	03/22/2024	Email from/to E. Lietzow re damages analysis for class; receipt and review same.	0.40	\$750.00	\$300.00
CL	03/22/2024	Email from E. Lietzow re: Class Damages analysis revised; review and analyze same.	0.40	\$750.00	\$300.00
FG	03/25/2024	Start depo summary for PMK Richard Mullin, payroll.	4.00	\$250.00	\$1,000.00
FG	03/26/2024	Continue Mullin PMK depo summary	3.20	\$250.00	\$800.00
CL	03/27/2024	Telephone call with K. Hamza re: deposition and pre-deposition.	0.40	\$750.00	\$300.00
CL	03/27/2024	Emails to K. Hamza re: deposition and pre-deposition.	0.30	\$750.00	\$225.00
CL	03/27/2024	Email to S. Huang re: deposition of plaintiff and class certification.	0.30	\$750.00	\$225.00
CL	03/27/2024	Telephone call with E. Lietzow re Declaration of E. Lietzow in support of Motion for Class Certification and damages analysis.	0.40	\$750.00	\$300.00
FG	03/27/2024	Memo to CLV with question regarding rounding policy as to gaps in Mullin depo testimony.	0.60	\$250.00	\$150.00
FG	03/27/2024	Continue Mullin PMK depo summary.	3.70	\$250.00	\$925.00
FG	03/28/2024	Memo to CLV, and questions regarding early return to work after meal period; specifically, when not aligned with Workday generated site-specific schedule and/or when time entries had to be paired on computer during COVID.	0.50	\$250.00	\$125.00
FG	03/28/2024	Complete draft of Mullin depo summary, PMK, payroll.	5.00	\$250.00	\$1,250.00
CL	03/29/2024	Draft Joint CMS; Email to S. Huang re same.	1.50	\$750.00	\$1,125.00
CL	03/29/2024	Email from/to S. Huang re: revisions to Joint CMS; review and analyze CMC order and notes; revise Joint CMS.	0.50	\$750.00	\$375.00
FG	03/29/2024	Proof, edit, submit Mullin depo summary to CLV. Later, respond to email from CLV.	0.75	\$250.00	\$187.50
CL	04/01/2024	Email to/from S. Huang re: Joint CMS and revisions.	0.30	\$750.00	\$225.00
FG	04/01/2024	Begin Amanda Quick depo summary - PMK, timekeeping, meal periods, attendance	5.00	\$250.00	\$1,250.00
CL	04/02/2024	Email to S. Huang re: Joint CMS and meet and confer.	0.20	\$750.00	\$150.00
FG	04/02/2024	Continue PMK Amanda Quick depo summary	4.70	\$250.00	\$1,175.00

FG	04/03/2024	Continue Amanda Quick depo summary	3.20	\$250.00	\$800.00
ASC	04/03/2024	Draft P's CMC statement, file via one legal, serve via email	0.80	\$450.00	\$360.00
YS	04/05/2024	Review status of case, Confirm 4/8 CMC hearing still on calendar, circulate zoom link to appear remotely. Prepare updated Notice of Remote Appearance for AS. File via Onelegal. Email to OPC re notice. Telephone call to clerk notifying of remote appearance. Clerk confirmed appearance.	0.70	\$250.00	\$175.00
FG	04/05/2024	Continue Quick PMK depo summary	3.00	\$250.00	\$750.00
CL	04/05/2024	Email from K. Wilcox re: Defendant's Case Management Statement; Receipt and review Defendant's Case Management Statement	0.30	\$750.00	\$225.00
FG	04/08/2024	Complete Quick depo summary	2.00	\$250.00	\$500.00
FG	04/08/2024	Edit, proof, submit complete Amanda Quick depo summary	1.00	\$250.00	\$250.00
ASC	04/08/2024	Prepare for CMC	0.50	\$450.00	\$225.00
ASC	04/08/2024	Attend CMC	1.50	\$450.00	\$675.00
AR	04/09/2024	Receive and review declaration; teleconference with CTL regarding deposition timeline and potential mediation.	0.80	\$550.00	\$440.00
FG	04/09/2024	Intake assignment to write class rep decl based on Dignity decl. Look for, locate, read Word versions of Dignity decl, case notes, exhibits, etc.	3.50	\$250.00	\$875.00
CL	04/10/2024	Email from/to S. Huang re: deposition of Plaintiff; Discuss with Andy liability in preparation for defense of deposition.	1.10	\$750.00	\$825.00
CL	04/10/2024	Discuss with Rick and Tori re: Client's declaration in support of class certification.	0.30	\$750.00	\$225.00
FG	04/10/2024	Emails to CLV and team regarding questions about Hazam's work experience as it relates to claims made in Dignity decl template and claims to be made in his decl. Many questions. Awaiting Word version of certain docs from team. Begin draft of decl.	4.00	\$250.00	\$1,000.00
AR	04/11/2024	Multiple correspondence regarding depositions; teleconference with client.	0.30	\$550.00	\$165.00
FG	04/11/2024	Attempt contact with Hazam for call to get decl details. Email, text, case file. Prep questions for call dealing with his work experience and his practices...especially as it pertains to Covid policy, rounding.	4.00	\$250.00	\$1,000.00

CL	04/12/2024	Email from S. Huang re: deposition start times of PMK depositions; Discuss with Tori remaining testimony.	0.30	\$750.00	\$225.00
AR	04/12/2024	Correspondence with client regarding deposition.	0.30	\$550.00	\$165.00
FG	04/12/2024	Call with Hamza Kissam to get work details. Emails with CLV and team describing results of call and problems with claims. Find, copy, share, Hamza's pay statements, including 1st one that shows \$27/hr, which is actually or exactly like COVID 50% hike. ???? Email from AJ with instructions how to write the decl	3.10	\$250.00	\$775.00
YS	04/12/2024	Prepare shell re PMK depo notice Vol 2 set for May 28, 2024.	0.40	\$250.00	\$100.00
AR	04/15/2024	Review notice of deposition and request for production; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	04/15/2024	Correspondence with client regarding deposition.	0.30	\$550.00	\$165.00
VR	04/15/2024	Review and Analyze: review discovery and deposition notice; review court's orders; advise NBB and AR	0.60	\$750.00	\$450.00
FG	04/15/2024	Revise draft Hamza Kissam decl as per AJ instructions and facts provided by Mr. Kissam. Complete, proof, submit	5.50	\$250.00	\$1,375.00
YS	04/16/2024	Prepare shells for objections and responses to Defendant's Notice of Deposition of Plaintiff Hamza Kissam and Request for Production of Documents.	0.60	\$250.00	\$150.00
FG	04/16/2024	Intake AJ's notes on Kissam decl draft. Respond to his email regarding incorrect facts he wants introduced. Also, "followed uniform policies and rules" [paraphrase] AJ wants in the decl that Kissam may or may not have experienced.	2.00	\$250.00	\$500.00
KN	04/16/2024	Review status and emails; review expert emails and analysis; review summaries and draft declaration; analysis of issues; provide input to staff	0.75	\$950.00	\$712.50
AR	04/17/2024	Teleconference with client in advance of deposition.	0.80	\$550.00	\$440.00
FG	04/17/2024	Email and text Hamza Kissam for contact to complete decl with fact wanted by AJ. Prep questions for Hamza.	2.00	\$250.00	\$500.00
YS	04/18/2024	[Class] Finalize Plaintiff's Notice of Deposition of Defendant, Vol. II for service. Update POS. Email to OPC re notice. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00

YS	04/18/2024	[Class] Finalize Objection to Defendant's Notice of Deposition of Plaintiff and RPD for service. Update POS. Email to OPC re notice. Email to Court Docs for circulation.	0.40	\$250.00	\$100.00
AR	04/18/2024	Review and outline notice of deposition; draft objections and responses to requests for production.	1.80	\$550.00	\$990.00
AR	04/18/2024	Correspondence with opposing counsel regarding interpreter.	0.30	\$550.00	\$165.00
FG	04/19/2024	Wait for and follow-up with Hazam Kissam regarding contact to get answers to complete decl as per AJ's questions.	1.50	\$250.00	\$375.00
FG	04/20/2024	Contact with Hazam Kissam to get answers for completion of his decl.	0.33	\$250.00	\$83.33
FG	04/20/2024	Complete Kissam decl with info he provided to answer issues raised by AJ. Complete, proof, submit.	2.42	\$250.00	\$604.17
AR	04/22/2024	Review and aggregate documents for service; draft multiple correspondence regarding the same.	0.80	\$550.00	\$440.00
AR	04/22/2024	Multiple correspondence with client regarding deposition.	0.60	\$550.00	\$330.00
AR	04/23/2024	Travel time to/from office to obtain deposition documents.	0.80	\$550.00	\$440.00
AR	04/23/2024	Review and outline documents for deposition; draft summary.	3.50	\$550.00	\$1,925.00
AR	04/23/2024	Multiple correspondence with client regarding deposition; research office locations; multiple logistical correspondence.	0.80	\$550.00	\$440.00
VR	04/23/2024	Review and Analyze: review and analyze depo notice and documents; review expert report; review orders; review correspondence between parties; advise AR	1.20	\$750.00	\$900.00
ASC	04/23/2024	Research options for plaintiff's deposition re conference room	0.50	\$450.00	\$225.00
ASC	04/23/2024	Book conference room for depo prep with H. Kissam	0.50	\$450.00	\$225.00
YS	04/24/2024	Organize and combine Plaintiff's production of documents. Prepare POS. Email to OPC re documents.	0.80	\$250.00	\$200.00
AR	04/24/2024	Multiple correspondence with VR regarding expert report.	0.30	\$550.00	\$165.00

AR	04/24/2024	Finalize review of documents and draft deposition outline.	2.20	\$550.00	\$1,210.00
AR	04/24/2024	Travel time to San Bernardino; prepare client for deposition; draft and update summary for final preparation.	5.80	\$550.00	\$3,190.00
AR	04/25/2024	Prepare for and attend deposition of Plaintiff; travel time to San Diego.	13.20	\$550.00	\$7,260.00
AR	04/26/2024	Draft and circulate comprehensive summary from client deposition.	2.80	\$550.00	\$1,540.00
VR	05/01/2024	Review and Revise: review and revise declaration; review deposition notes; advise AJB and AR	0.90	\$750.00	\$675.00
AR	05/01/2024	Multiple meet and confer correspondence with opposing counsel regarding deposition timeline.	0.30	\$550.00	\$165.00
AR	05/03/2024	Review and revise declaration; draft summary of deposition for RG.	1.20	\$550.00	\$660.00
KN	05/04/2024	Review status and emails; review summary of client deposition; review revised declaration draft	0.50	\$950.00	\$475.00
VR	05/07/2024	Review and Analyze: review correspondence from Def; review deposition notices and transcripts; review expert report and status; advise AJB; correspondence to Def	1.20	\$750.00	\$900.00
KN	05/08/2024	Review analysis from VR	0.40	\$950.00	\$380.00
YS	05/10/2024	Prepare amended depo notice for Richard Mullin set to 6/13/24.	0.50	\$250.00	\$125.00
YS	05/10/2024	Prepare amended depo notice for Amanda Quick set to 6/20/24.	0.50	\$250.00	\$125.00
FG	05/14/2024	Begin revision of Hamas Kissam class rep decl as per Andrew's notes from Kissam depo, vol I	5.00	\$250.00	\$1,250.00
FG	05/15/2024	Continue and complete Kissam revision. Edit, proof, circulate.	2.50	\$250.00	\$625.00
FG	05/15/2024	Email Victoria et al to advise that I am available to amend/polish Kissam decl as necessary and other work.	0.17	\$250.00	\$41.67
AR	05/17/2024	Retrieve and review transcript; multiple correspondence with client regarding the same.	1.20	\$550.00	\$660.00
AR	05/20/2024	Begin review and outlining of deposition transcript; update file.	1.80	\$550.00	\$990.00
AR	05/20/2024	Multiple correspondence regarding timing of PMK deposition and continued Plaintiff deposition.	0.40	\$550.00	\$220.00

FG	05/20/2024	Email VR regarding review of revision of Hazam Kissam class rep decl	0.17	\$250.00	\$41.67
YS	05/22/2024	Finalize amended depo notice of A. Quick for service. Update POS. Email to OPC re notice. Email to Court Docs for circulation and calendaring.	0.40	\$250.00	\$100.00
YS	05/22/2024	Finalize amended depo notice of R. Mullin for service. Update POS. Email to OPC re notice. Email to Court Docs for circulation and calendaring.	0.40	\$250.00	\$100.00
VR	05/22/2024	Review and Analyze: review and analyze documents; advise AJB	0.30	\$750.00	\$225.00
FG	05/23/2024	Emails with AJ regarding new assignment to get CM decls. Intake non-opt out call list, prep for calls, cut contact list, prep pitch.	1.00	\$250.00	\$250.00
FG	05/23/2024	Begins calls to Hawthorne CMs looking for decls. Reach Asia Crawford who is interested. Pitch and set up later call.	0.75	\$250.00	\$187.50
FG	05/23/2024	Call with Asia Crawford to get initial decl details so I can start draft of her decl.	0.50	\$250.00	\$125.00
FG	05/23/2024	Begin draft of Asia Crawford decl based on Kissam decl that I wrote with adjustments to account for her job position and job duties in terms of the claims.	2.30	\$250.00	\$575.00
FG	05/24/2024	continue Asia Crawford new class rep decl	6.00	\$250.00	\$1,500.00
VR	05/28/2024	Review and Revise: review and revise declaration of witness; review and revise declaration of Plaintiff; advise AR	1.20	\$750.00	\$900.00
AR	05/28/2024	Review and revise declaration against deposition testimony; multiple correspondence with VR regarding the same.	1.80	\$550.00	\$990.00
FG	05/28/2024	Sign-up Asia Crawford, emails to Nick and Taylor, complete, edit, proof, submit decl	2.00	\$250.00	\$500.00
FG	05/28/2024	Calls to CMs, pitch Jacob Fuller, begin draft of template decl for Fuller	2.75	\$250.00	\$687.50
AR	05/29/2024	Further review of deposition transcript against declaration; draft summary.	1.80	\$550.00	\$990.00
VR	05/29/2024	Review and Revise: review and revise declaration of Plaintiff; review data and expert analysis; review documents; advise EL and AJB	1.80	\$750.00	\$1,350.00
AR	05/30/2024	Multiple follow up correspondence regarding declaration; review expert reports and draft summary.	0.50	\$550.00	\$275.00

VR	05/30/2024	Review and Analyze: review deposition transcripts; review expert analysis; review declaration of plaintiff; draft class certification motion; advise AJB	3.10	\$750.00	\$2,325.00
VR	06/03/2024	Review and Analyze: review and analyze declaration of expert; correspondence to expert; review and analyze discovery; review and analyze declaration of plaintiff; advise AR and AJB	2.50	\$750.00	\$1,875.00
VR	06/03/2024	Review and Revise: review and revise declaration of plaintiff; review and revise declaration of witnesses; advise ASC	1.30	\$750.00	\$975.00
FG	06/03/2024	Respond to email from VR asking for info on two CMs, Fuller and Griffith who both went MIA after agreeing to do decls and would supply work dates, etc. Neither responded to my contact attempts. Forwarded all info to VR and team for follow up.	0.50	\$250.00	\$125.00
AR	06/03/2024	Receive and review draft declaration; multiple correspondence regarding the same.	0.50	\$550.00	\$275.00
AR	06/03/2024	Review file and correspondence; extract and review documents; draft summary regarding Kenneth Arthur; multiple correspondence with VR regarding the same.	0.70	\$550.00	\$385.00
VR	06/04/2024	Review and Analyze: review and analyze deposition transcript of PMK; review and analyze expert declaration; review documents; draft class certification motion; correspondence to Def re briefing schedule	4.00	\$750.00	\$3,000.00
AR	06/05/2024	Begin review and outlining of deposition transcript for Plaintiff Kissam.	1.20	\$550.00	\$660.00
VR	06/05/2024	Review and Analyze: review and analyze deposition transcript; prepare for deposition; review documents	4.20	\$750.00	\$3,150.00
YS	06/06/2024	Prepare stipulation to continue class cert deadline and to set briefing schedule and proposed order.	1.00	\$250.00	\$250.00
VR	06/06/2024	Review and Revise: review and revise stipulation re continuance; advise AJB; correspondence to Def	1.30	\$750.00	\$975.00
AR	06/06/2024	Review and outline file; update exhibit book; draft summary.	1.60	\$550.00	\$880.00
AR	06/06/2024	Continue review and outlining of deposition transcript.	1.30	\$550.00	\$715.00
ASC	06/06/2024	Call class members for declaration iso of class certification	1.00	\$450.00	\$450.00

AR	06/07/2024	Multiple correspondence with VR regarding status.	0.30	\$550.00	\$165.00
AR	06/07/2024	Continue review and outlining of transcripts; draft summary.	1.70	\$550.00	\$935.00
VR	06/07/2024	Correspondence with Opposing Counsel: correspondence to Def re mediation and stipulation; advise AR	0.30	\$750.00	\$225.00
ASC	06/07/2024	Call class members for declaration iso of class certification	1.00	\$450.00	\$450.00
AB	06/07/2024	Draft class certification motion.	8.00	\$895.00	\$7,160.00
KN	06/08/2024	Review staff analysis of facts and depo testimony; review draft certification motion; analysis of issues; provide input on motion and theories	1.25	\$950.00	\$1,187.50
ASC	06/10/2024	Discuss status of class certification declarations with VBR and Rick	0.40	\$450.00	\$180.00
ASC	06/10/2024	Call class members for declaration iso of class certification	1.00	\$450.00	\$450.00
VR	06/10/2024	Review and Analyze: review and analyze declarations; review documents and expert analysis; draft class cert motion; advise ASC and RG	3.50	\$750.00	\$2,625.00
YS	06/11/2024	Finalize stipulation to continue class cert deadline and set briefing schedule for service. Update POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	06/11/2024	Telephone call to court clerk re filed stip, Spoke with clerk.	0.20	\$250.00	\$50.00
AR	06/11/2024	Multiple correspondence with VR regarding stipulation to continue deadlines and errata timeline.	0.50	\$550.00	\$275.00
VR	06/11/2024	Review and Analyze: review and analyze documents; review class certification motion; review expert analysis and declaration; correspondence to expert	1.10	\$750.00	\$825.00
YS	06/12/2024	Place order with Knox re courtesy copy to judge's courtroom of stip/order re continue class cert deadline	0.40	\$250.00	\$100.00
AR	06/12/2024	Multiple correspondence regarding errata timeline; follow up with court reporter.	0.30	\$550.00	\$165.00
AR	06/12/2024	Review and outline file and correspondence regarding sampling methodology; draft summary correspondence with VR.	0.80	\$550.00	\$440.00

FG	06/12/2024	Pitch Troy Knipper, agreed to provide decl	0.50	\$250.00	\$125.00
FG	06/12/2024	Begin draft of Trop Knipper decl	4.50	\$250.00	\$1,125.00
ASC	06/12/2024	Verify court's website re status of stipulation to continue class certification deadline, confirm upcoming PMK deposition off calendar and status of booking for court reporter	1.00	\$450.00	\$450.00
YS	06/13/2024	Telephone call to court clerk re status on filed stip, Spoke with clerk.	0.20	\$250.00	\$50.00
FG	06/13/2024	Calls, texts, to Trop Knipper to get decl details.	0.33	\$250.00	\$83.33
FG	06/13/2024	Draft and email decl questions to Trop Knipper; required to complete draft of his decl	0.58	\$250.00	\$145.83
YS	06/14/2024	Review court docket re stip to continue class cert deadline. Telephone call to court clerk and spoke re status on filed stip	0.20	\$250.00	\$50.00
YS	06/14/2024	Update file to L. Steiner with Def's documents	0.10	\$250.00	\$25.00
VR	06/14/2024	Review and Analyze: review and analyze stipulation re continuance; review correspondence between parties; advise AJB	0.30	\$750.00	\$225.00
VR	06/14/2024	Review and Analyze: review and analyze expert conclusions re statistical analysis; conference call; review docs sent to expert; advise AR	0.50	\$750.00	\$375.00
FG	06/17/2024	Email VR to advise her that Trop Knipper developed amnesia over the weekend and will not be providing a decl. Moving on.	0.17	\$250.00	\$41.67
YS	06/17/2024	Review court docket re stip to continue class cert deadline. Telephone call to court clerk, Spoke re status of filed stip	0.20	\$250.00	\$50.00
VR	06/17/2024	Review and Analyze: review court's orders and docket; review correspondence between the parties; review local rules re ex partes; advise AJB	0.60	\$750.00	\$450.00
FG	06/17/2024	Pitch case to Conner Maher. Discuss decl. Pass.	0.50	\$250.00	\$125.00
FG	06/17/2024	calls to CMs for decls, no takers	4.00	\$250.00	\$1,000.00
VR	06/18/2024	Correspondence with Opposing Counsel: correspondence re deposition and mediation; advise AJB	0.50	\$750.00	\$375.00
FG	06/18/2024	Text, call, Cody Mays and Joseph Laflash, responding to their return calls and texts to me. Trying to connect before class cert deadline on Friday, 6/21/24	0.75	\$250.00	\$187.50
FG	06/18/2024	Pitch Brian Monter case info and decl offer. He	0.50	\$250.00	\$125.00

		will consider and call me back but due to class cert deadline, this is remote possibility			
FG	06/18/2024	Calls to CMs, last shot as catching declarant in time for use by TR with class cert motion. Long shot, always has been.	3.25	\$250.00	\$812.50
ASC	06/21/2024	Email OPC re m&C depo dates	0.50	\$450.00	\$225.00
ASC	06/25/2024	Email S. Huang re mediation and PMK depo dates meet and confer	0.40	\$450.00	\$180.00
ASC	06/27/2024	Email S. Huan re mediation date with Judge West and new PMK deposition dates	0.60	\$450.00	\$270.00
VR	06/28/2024	Review and Analyze: review and analyze court's orders and docket; review proposed order and stipulation; advise CJ and AR	0.50	\$750.00	\$375.00
AR	07/01/2024	Multiple follow up correspondence regarding client contacts.	0.30	\$550.00	\$165.00
AR	07/02/2024	Teleconference with client; draft follow up correspondence regarding declaration.	0.80	\$550.00	\$440.00
AR	07/02/2024	Multiple follow up correspondence with client; update file.	0.30	\$550.00	\$165.00
AR	07/09/2024	Continue review and outlining of deposition transcript.	0.80	\$550.00	\$440.00
VR	07/09/2024	Correspondence with Opposing Counsel: correspondence to Def re discovery and mediation; review correspondence between parties	0.40	\$750.00	\$300.00
AR	07/10/2024	Continue review and outlining of deposition transcript; update outline.	0.70	\$550.00	\$385.00
AR	07/11/2024	Complete review and outlining of deposition transcript; update outline.	0.80	\$550.00	\$440.00
AR	07/11/2024	Draft errata sheet and submit to client; multiple correspondence with client regarding the same.	1.50	\$550.00	\$825.00
AR	07/11/2024	Retrieve and submit declaration for client review; follow up correspondence regarding the same.	0.40	\$550.00	\$220.00
AR	07/12/2024	Review and outline documents for bonus and rounding issues; draft follow up correspondence.	1.50	\$550.00	\$825.00
AR	07/12/2024	Follow up correspondence with client regarding deposition; revise and submit errata; receive comments and finalize.	0.60	\$550.00	\$330.00
VR	07/12/2024	Correspondence with Opposing Counsel: review correspondence between counsel; review erratas; correspondence to Def	0.30	\$750.00	\$225.00

YS	07/15/2024	Finalize Plaintiff's Errata sheet/Declaration for service. Prepare and finalize POS. Email to OPC/ Court reporter re errata sheet.	0.50	\$250.00	\$125.00
AR	07/15/2024	Finalize errata and related documents; review and submit for service to opposing counsel and court reporter.	0.50	\$550.00	\$275.00
AR	07/16/2024	Receive and review correspondence from court reporter; review revised transcript; draft follow up correspondence.	0.60	\$550.00	\$330.00
VR	07/18/2024	Correspondence with Opposing Counsel: review correspondence between parties; telephone call to Def; review status of discovery and local rules; review PMK deposition notices and transcripts; correspondence to Def	0.80	\$750.00	\$600.00
YS	07/19/2024	Research the IDC procedure on court website, local rules, and complex department guidelines	0.30	\$250.00	\$75.00
AR	07/22/2024	Teleconference with client regarding status; draft follow up correspondence.	0.50	\$550.00	\$275.00
AR	07/23/2024	Teleconference with client regarding status; update file.	0.60	\$550.00	\$330.00
YS	07/23/2024	Research how to request an IDC on court website, local rules, and complex department guidelines	0.30	\$250.00	\$75.00
YS	07/31/2024	Prepare shell for Notice of Depo of Richard Mullin.	0.50	\$250.00	\$125.00
VR	08/01/2024	Review and Revise: review notice of deposition; review correspondence between parties; finalize notice; advise YS	0.50	\$750.00	\$375.00
YS	08/02/2024	Finalize Notice of Depo of Richard Mullin Vol 2 for service. Prepare POS. Email to OPC re NOD. Email to Court Docs for circulation and calendaring.	0.50	\$250.00	\$125.00
NDB	08/22/2024	Review and analyze original intake notes of Plaintiff Crawford. Review entire employment file for legal claims. Review pay stubs for wage and hour violations. Legal research reading the same.	2.60	\$850.00	\$2,210.00
CL	08/23/2024	Email to S. Huang re: reminder volume II of Richard's Mullin's deposition is confirmed for 9/4/24.	0.20	\$750.00	\$150.00
YS	08/26/2024	Email to mediator's office re POS, case caption, fee split, and location	0.20	\$250.00	\$50.00
YS	08/28/2024	Submit court reporter request with Aptus for Mullin depo Vol 2	0.40	\$250.00	\$100.00

YS	08/30/2024	Email to OPC to circulate ZOOM link for PMK depo	0.20	\$250.00	\$50.00
ASC	09/04/2024	Revise mediation data request, finalize and serve via email	0.50	\$450.00	\$225.00
ASC	09/05/2024	Finalize and file Joint CMC, send courtesy copy to chambers	0.50	\$450.00	\$225.00
CL	09/12/2024	Email to S. Huang re: mediation documents and Volume II PMK deposition.	0.30	\$750.00	\$225.00
YS	09/13/2024	Review production of documents by Defs. Update, organize and finalize exhibit book with Plaintiff's & Def's Documents.	1.50	\$250.00	\$375.00
YS	09/16/2024	Email to Aptus re cancellation of 9/18 PMK depo	0.20	\$250.00	\$50.00
AR	09/24/2024	Multiple correspondence with client regarding status.	0.50	\$550.00	\$275.00
YS	10/01/2024	Prepare shell for 3rd amended PMK notice of depo.	0.40	\$250.00	\$100.00
YS	10/02/2024	Finalize 3rd amended PMK notice of depo for service. Prepare POS. Email to OPC re notice. Email to Court Docs for circulation and calendaring.	0.40	\$250.00	\$100.00
CL	10/21/2024	Email from/to S. Huang re deposition of R. Mullin and motion for class certification.	0.40	\$750.00	\$300.00
CL	10/24/2024	Email to/from S. Huang re: PMK deposition of Mullin and Stipulation to continue class certification.	0.30	\$750.00	\$225.00
CL	10/29/2024	Email from S. Huang re: Second Stipulation re Class Certification Briefing; Receipt and review Second Stipulation re Class Certification Briefing	0.40	\$750.00	\$300.00
CL	11/01/2024	Email to S. Huang re: Second Stipulation re Class Certification Briefing; Revise Second Stipulation re Class Certification Briefing	0.40	\$750.00	\$300.00
ASC	11/01/2024	Email to S. Huang re status of Mediation Data Request	0.30	\$450.00	\$135.00
CL	11/07/2024	Email to S. Huang re: revisions to stipulation to continue class certification.	0.20	\$750.00	\$150.00
CL	11/07/2024	Receipt and review 2nd stipulation to continue class certification; Email from M. Wagner re: same	0.20	\$750.00	\$150.00
CL	11/13/2024	Email to S. Huang re: confirmation of filing of stipulation to continue class certification; Review and analyze docket re: same.	0.30	\$750.00	\$225.00

ASC	11/13/2024	Email to S. Huang re status of mediation data	0.30	\$450.00	\$135.00
KN	11/13/2024	Review status; review prior and current emails	0.20	\$950.00	\$190.00
ASC	11/14/2024	Email to S. Huang re status of mediation data	0.30	\$450.00	\$135.00
CL	11/21/2024	Email from/to M. Wagner re: stipulation to continue class certification.	0.30	\$750.00	\$225.00
CL	11/21/2024	Email from/to M. Wagner re: filed stipulation to continue class certification and communication with clerk.	0.30	\$750.00	\$225.00
CL	11/22/2024	Email from/to M. Wagner re: update regarding submission of the Stipulation to continue class certification.	0.20	\$750.00	\$150.00
NDB	11/23/2024	Review and analyze data produced for mediation purposes. Analyze court docket and case file. Review all pay stubs for regular rate and wage statement violations. Legal research regarding the same.	3.40	\$850.00	\$2,890.00
CL	11/26/2024	Email from M. Wagner re: Second Stipulation re Class Certification Schedule; receipt and review filed copy.	0.30	\$750.00	\$225.00
ASC	11/27/2024	Email to S. Huang re status of mediation data	0.30	\$450.00	\$135.00
CL	12/02/2024	Email to S. Huang re: Second Stipulation re Class Certification Schedule; receipt and review filed copy.	0.20	\$750.00	\$150.00
CL	12/02/2024	Draft Joint OSC and CMC statement; Email to S. Huang re: meet and confer re: same; Discuss with AJ re: same.	1.60	\$750.00	\$1,200.00
YS	12/02/2024	Review data produced by Defs re 2nd mediation. Download and update file. Create Box folder, upload file. Email to expert.	0.50	\$250.00	\$125.00
CL	12/02/2024	Receipt and review Second Stipulation re Class Certification Schedule.	0.30	\$750.00	\$225.00
CL	12/02/2024	Emails from S. Huang re: total class numbers for purposes of mediation.	0.20	\$750.00	\$150.00
ASC	12/02/2024	Email to S. Huang re status of mediation data	0.30	\$450.00	\$135.00
ASC	12/02/2024	Receive and review mediation data	1.00	\$450.00	\$450.00
ASC	12/02/2024	Send data to expert and email to S. Huang re number of CM/AE's	0.40	\$450.00	\$180.00
CL	12/03/2024	Email to S. Huang re: meet and confer re revisions to Joint CMS.	0.20	\$750.00	\$150.00
CL	12/03/2024	Email from/to S. Huang re: Defendant's revisions	0.40	\$750.00	\$300.00

		to Joint CMS; review and analyze Defendant's revisions to Joint CMS.			
YS	12/03/2024	Review corr. from Defs re data points. Update internal spreadsheet re updated info.	0.20	\$250.00	\$50.00
ASC	12/03/2024	Email to S. Huang re sample size and number of class size	0.30	\$450.00	\$135.00
ASC	12/03/2024	Mediation brief	1.00	\$450.00	\$450.00
ASC	12/03/2024	Harass daily	1.00	\$450.00	\$450.00
ASC	12/03/2024	Update mediatin case notes	1.00	\$450.00	\$450.00
ASC	12/03/2024	Review court's website re status of stipulation to move class cert date; download conformed copy	0.60	\$450.00	\$270.00
ASC	12/03/2024	Review email from S. Huang re updated data points for mediation; provide information to expert for analysis	0.50	\$450.00	\$225.00
CL	12/04/2024	Further revise Joint CMS; Email to S. Huang re: additional revisions to same.	0.40	\$750.00	\$300.00
CL	12/04/2024	Email from/to S. Huang re: Defendant's further revisions to Joint CMS; Review, analyze and revise Joint CMS.	0.40	\$750.00	\$300.00
YS	12/04/2024	Finalize Joint Case Management Conference Statement for service. Prepare POS. File via Onelegal. Email to OPC re statement. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	12/06/2024	Email from C. Li re: expert damages analysis report; review and analyze expert report.	0.30	\$750.00	\$225.00
ASC	12/06/2024	Review analysis provided by expert	1.00	\$450.00	\$450.00
ASC	12/06/2024	Update brief for mediation re procedural history and expert's analysis advise AJ	1.50	\$450.00	\$675.00
ASC	12/06/2024	Edit draft mediation brief to add rep A. Crawford; discuss with AJ	0.30	\$450.00	\$135.00
SB	12/06/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
KN	12/08/2024	Review status; review all mediation materials and analysis from staff; review data details and expert analysis; review mediation brief; analyze claims and facts for mediation; provide input to AJ	2.00	\$950.00	\$1,900.00
CL	12/09/2024	Review and analyze deposition of R. Mullin re rounding policy and meal period policy in preparation for mediation brief; Discuss with AJ re: same.	0.90	\$750.00	\$675.00

ASC	12/09/2024	Call Plaintiff Crawford to update case notes; revise mediation brief	1.50	\$450.00	\$675.00
AR	12/09/2024	Multiple correspondence with client and AC regarding status.	0.20	\$550.00	\$110.00
AR	12/09/2024	Teleconference with client regarding mediation; draft follow up correspondence with AC.	0.80	\$550.00	\$440.00
NDB	12/09/2024	Review and analyze all mediation materials including briefs and exhibits thereto. Analyze previous settlements with similar claims. Review meal and rest break penalty payments and non-discretionary bonus incentive payments for regular rate violations.	1.80	\$850.00	\$1,530.00
AB	12/12/2024	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
SB	12/12/2024	Attend mediation	8.00	\$450.00	\$3,600.00
CL	12/17/2024	Prepare for Status re post mediation; Discuss with Tori and AJ re same.	0.40	\$750.00	\$300.00
CL	12/17/2024	Attend hearing re Status post mediation; Draft notes to file re: same.	0.70	\$750.00	\$525.00
ASC	12/17/2024	Call and email to H. Kissam re status update and upcoming events	0.50	\$450.00	\$225.00
AB	12/31/2024	Exchange texts w/ mediator. Review/analyze/ circulate internally mediator's proposal.	4.00	\$895.00	\$3,580.00
KN	12/31/2024	Review status; emails and mediator's proposal; analysis if issues; advise AJ	1.00	\$950.00	\$950.00
CL	01/01/2025	Review and analyze docket re CMC and OSC re dismissal; Discuss with AJ re: mediator's proposal; Prepare for Joint CMS and OSC.	0.30	\$750.00	\$225.00
CL	01/01/2025	Draft Joint CMS and OSC re mediation.	0.40	\$750.00	\$300.00
CL	01/01/2025	Email to S. Hwang re draft Joint CMS and OSC re mediation and meet and confer re: PMK volume II deposition.	0.30	\$750.00	\$225.00
CL	01/13/2025	Receipt and review email from J. Andrews re: acceptance of mediator's proposal.	0.20	\$750.00	\$150.00
CL	01/13/2025	Revise Joint CMS and OSC re: mediation to reflect acceptance of mediator's proposal.	0.30	\$750.00	\$225.00
CL	01/13/2025	Email to S. Huang re revised Joint CMS and OSC re: mediation to reflect acceptance of mediator's proposal; Discuss with Kyle re: preliminary approval hearing.	0.30	\$750.00	\$225.00
CL	01/13/2025	Revise Joint CMS; Further email to S. Huang re revised Joint CMS and OSC re: mediation to	0.30	\$750.00	\$225.00

		reflect acceptance of mediator's proposal; Discuss with Kyle re: preliminary approval hearing.			
CL	01/13/2025	Further email to S. Huang re revised Joint CMS and OSC re: mediation to reflect acceptance of mediator's proposal; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
VR	01/13/2025	Receipt and Review of Correspondence: review correspondence between parties; re mediator's proposal; advise expert	0.30	\$750.00	\$225.00
KN	01/13/2025	Review status; and emails; review accepted mediator proposal; advise CL	0.30	\$950.00	\$285.00
CL	01/14/2025	Review and revise draft Joint CMS and OSC re mediation; Email from/to S. Huang re: same.	0.40	\$750.00	\$300.00
YS	01/15/2025	Finalize joint CMS for service. Prepare POS. File via Onelegal. Email to OPC re joint CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	01/24/2025	Email from S. Huang re: delay in signing of MOU due to fires.	0.10	\$750.00	\$75.00
YS	01/24/2025	Review status of case, Confirm 1/31 CMC hearing still on calendar, confirm required CMS was filed beforehand, circulate link to appear remotely, create text reminder for team	0.40	\$250.00	\$100.00
FG	01/29/2025	Intake email from Asia Crawford regard case. Reach out to Nick to see if he wants to handle her. Receive email from Nick with info. He said she signed MOU.	0.33	\$250.00	\$83.33
NDB	01/29/2025	Review and analyze mediation notes and results. Review MOU terms. Send to two Plaintiffs for signature. Discuss terms with Plaintiffs. Follow up for signatures.	1.40	\$850.00	\$1,190.00
CL	01/31/2025	Prepare for CMC hearing.	0.30	\$750.00	\$225.00
CL	01/31/2025	Attend CMC hearing; draft general procedures re: Judge Ortiz and notes to file re motion for preliminary approval.	0.80	\$750.00	\$600.00
AB	02/17/2025	Review/corr from partner. Draft/send response.	2.00	\$895.00	\$1,790.00
YS	02/19/2025	Review case and docket to prepare FAC. Prepare shells for Stip to file FAC and FAC -- adding rep A. Crawford.	1.00	\$250.00	\$250.00
CL	02/19/2025	Revise Stipulation for Leave to File FAC and FAC; Email to S. Huang re: same.	0.50	\$750.00	\$375.00
KN	02/19/2025	Review status; review response from AJ; review FAC and emails regarding settlement tasks	1.00	\$950.00	\$950.00

VR	03/03/2025	Receipt and Review of Correspondence: review correspondence between parties; review amended complaint; review settlement agreement; advise NBB and CL	0.50	\$750.00	\$375.00
CL	03/11/2025	Email from S. Huang re stipulation to file FAC.	0.30	\$750.00	\$225.00
CL	03/18/2025	Email to T. Rogers re: ILYM estimate for administration.	0.30	\$750.00	\$225.00
CL	03/18/2025	Email to S. Hartranft re: Apex estimate for administration.	0.30	\$750.00	\$225.00
CL	03/18/2025	Email from K. Stern re ILYM estimate for administration; Receipt and review estimate for administration	0.30	\$750.00	\$225.00
CL	03/19/2025	Email from/to S. Huang re meet and confer re: stipulation for leave to file FAC.	0.40	\$750.00	\$300.00
CL	03/19/2025	Review and finalize stipulation for leave to file FAC.	0.40	\$750.00	\$300.00
YS	03/20/2025	Finalize stip to file FAC for service -- attach and book mark proposed FAC. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
KN	03/22/2025	Review status; review Admin bids; email to CL	0.25	\$950.00	\$237.50
YS	03/26/2025	Prepare shell for stip to continue class cert	0.60	\$250.00	\$150.00
CL	03/28/2025	Email to S. Haines re: request for expenses in preparation for breakdown of fees/costs.	0.30	\$750.00	\$225.00
CL	03/28/2025	Draft Class and Representative Action Settlement Agreement; Draft breakdown of gross settlement amount.	4.30	\$750.00	\$3,225.00
YS	04/02/2025	Telephone call to court re status of stip for leave to file FAC. Spoke to clerk. Email to CTL re call.	0.50	\$250.00	\$125.00
KN	04/02/2025	Review draft Agreement; analysis of issues; advise CL; emails with Admin.	1.50	\$950.00	\$1,425.00
CL	04/02/2025	Review and revise Settlement Agreement; Discuss Spanish translation and costs with Kyle.	0.40	\$750.00	\$300.00
CL	04/03/2025	Email from T. Rogers re: revised estimate for administrator that includes Spanish translation and costs; Receipt and review estimate.	0.30	\$750.00	\$225.00
CL	04/03/2025	Email from S. Hartranft re: revised estimate for administrator that includes Spanish translation and costs; Receipt and review estimate.	0.30	\$750.00	\$225.00
CL	04/03/2025	Email to S. Huang re: settlement agreement and deadline to move for preliminary approval; Revise	0.50	\$750.00	\$375.00

settlement agreement.					
CL	04/08/2025	Email to S. Huang re: status of Stipulation re: Leave to File FACC and settlement agreement redlines.	0.30	\$750.00	\$225.00
KN	04/08/2025	Review status and emails; review instructions from NBB; analysis of next steps; check Court requirements from past; prepare for next steps on agreement and exhibits	0.50	\$950.00	\$475.00
CL	04/09/2025	Revise Settlement Agreement; Email to S. Huang re: deadline to move for preliminary approval; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
CL	04/09/2025	Further revisions to settlement agreement; Email to S. Huang re: additional recitals.	0.40	\$750.00	\$300.00
KN	04/09/2025	Review draft Agreement and further revisions thereto; advise CL	1.00	\$950.00	\$950.00
KN	04/09/2025	Draft exhibits to settlement agreement; review prior ruling and incorporate into exhibits; circulate exhibits to the Defendant.	4.50	\$950.00	\$4,275.00
CL	04/10/2025	Email from S. Huang re: meet and confer re: settlement agreement and redlines.	0.30	\$750.00	\$225.00
CL	04/11/2025	Email from/to J. Zargarof re: meet and confer settlement agreement and motion for preliminary approval.	0.30	\$750.00	\$225.00
CL	04/11/2025	Email to S. Huang re: revisions to settlement agreement and motion for preliminary approval.	0.20	\$750.00	\$150.00
KN	04/12/2025	Review status; work on approval issues; review guidelines and prior issues for MPA; review emails; begin work on motion	1.80	\$950.00	\$1,710.00
KN	04/14/2025	Draft motion for preliminary approval; analysis of Kullar issues; prepare approval outline; email draft motion to the Defendant	4.50	\$950.00	\$4,275.00
KN	04/14/2025	Review emails from staff; memo to Admin regarding declaration; prepare form for ILYM to use	0.40	\$950.00	\$380.00
CL	04/14/2025	Email to J. Zargof re: meet and confer settlement agreement.	0.30	\$750.00	\$225.00
CL	04/15/2025	Email to J. Zargarof requesting revisions to settlement agreement.	0.20	\$750.00	\$150.00
YS	04/17/2025	Telephone call to dept 17's clerk re status of stip/ order for leave to file FAC. Clerk said order was signed and will be uploaded to the docket by EOD Fri.	0.30	\$250.00	\$75.00

YS	04/17/2025	Finalize stip to vacate class cert for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
ASC	04/17/2025	Prepare declaration of H. Kissam iso MPA	1.00	\$450.00	\$450.00
ASC	04/17/2025	Prepare declaration of A. Crawford iso MPA	1.00	\$450.00	\$450.00
YS	04/18/2025	Review court docket for order granting leave for FAC. Purchase order. Update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
YS	04/18/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	04/18/2025	Email to J. Zargarof re motion for preliminary approval and settlement agreement.	0.30	\$750.00	\$225.00
KN	04/21/2025	Draft Declaration ISO motion; review status; review admin decl; memo to CL regarding issue to fix.	2.90	\$950.00	\$2,755.00
KN	04/21/2025	Review emails; discuss with NBB; discuss with staff; email to Defendant regarding motion	1.50	\$950.00	\$1,425.00
CL	04/21/2025	Email to T. Rogers requesting revised administration estimate of 800.	0.20	\$750.00	\$150.00
CL	04/21/2025	Email to J. Zargarof re: escalator clause and request for declaration.	0.20	\$750.00	\$150.00
AR	04/21/2025	Review and outline file for status of settlement agreement; draft follow up correspondence; teleconference with opposing counsel regarding the same.	0.70	\$550.00	\$385.00
ASC	04/21/2025	Follow up to confirm declarations iso MPA signed by Plaintiffs	0.30	\$450.00	\$135.00
ASC	04/21/2025	Review status of FAC; advise KN	0.30	\$450.00	\$135.00
YS	04/22/2025	Telephone call to dept 17's clerk re continuing MPA date. Email to team.	0.30	\$250.00	\$75.00
KN	04/22/2025	Review and revised declaration; review and revise motion; discuss with NBB; prepare revised Admin declaration; review client declarations and advise staff; work on motion to address new circumstances; draft email to Defendant; prepare documents for final; memo to Knox re personal service; file and serve motion; serve LWDA	7.50	\$950.00	\$7,125.00
AR	04/22/2025	Multiple correspondence with opposing counsel regarding motion for preliminary approval.	0.40	\$550.00	\$220.00
ASC	04/22/2025	Revise and fix final declarations of Plaintiffs isp MPA	0.80	\$450.00	\$360.00

KN	04/23/2025	Review emails; respond; analysis of issues and next steps	0.50	\$950.00	\$475.00
CL	04/23/2025	Multiple emails from J. Zargaroff re: settlement agreement revisions and motion for preliminary approval.	0.40	\$750.00	\$300.00
YS	04/29/2025	Download conformed FAC, update file. Upload to the LWDA portal. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
CL	04/29/2025	Email to J. Zargarof re: meet and confer re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
CL	04/29/2025	Email from S. Huang re: status of revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
KN	05/05/2025	Review memo from CL; review revisions to the Agreement; advise CL	1.80	\$950.00	\$1,710.00
CL	05/05/2025	Revise Long Form Settlement Agreement.	1.30	\$750.00	\$975.00
CL	05/05/2025	Email from/to S. Huang re: Defendant's revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	05/05/2025	Further revise Long Form Settlement Agreement; review and analyze declaration of administrator re: revised estimate.	0.40	\$750.00	\$300.00
KN	05/06/2025	Review Defendant revisions to the exhibits; review and revise exhibits; email Def	1.50	\$950.00	\$1,425.00
YS	05/06/2025	Telephone to clerk re status of stip to vacate class cert. Clerk said it was rejected.	0.30	\$250.00	\$75.00
CL	05/07/2025	Email to S. Huang re revisions to the settlement agreement.	0.20	\$750.00	\$150.00
CL	05/08/2025	Email from/to S. Huang re: final edits of settlement agreement.	0.20	\$750.00	\$150.00
YS	05/09/2025	Review status of case, Confirm 5/15 MPA hearing on calendar	0.10	\$250.00	\$25.00
CL	05/12/2025	Email to S. Huang re: final edits of settlement agreement.	0.20	\$750.00	\$150.00
YS	05/12/2025	Telephone call to clerk re recent notice of continuance. Clerk said they were sent in error. Email to Chrystal.	0.30	\$250.00	\$75.00
CL	05/13/2025	Email from/to S. Huang re: long form settlement agreement; Receipt and review Defendant's revisions to settlement agreement.	0.50	\$750.00	\$375.00
CL	05/13/2025	Revise long form settlement agreement; Discuss revisions with Kyle.	0.80	\$750.00	\$600.00

CL	05/13/2025	Email to S. Huang re: revisions to Settlement Agreement and request to finalize.	0.30	\$750.00	\$225.00
KN	05/13/2025	Analysis of settlement issues; discuss with CL	0.30	\$950.00	\$285.00
CL	05/14/2025	Receipt and review Tentative Ruling on Motion for Preliminary Approval.	0.50	\$750.00	\$375.00
KN	05/14/2025	Review status; email Def; review tentative ruling; memo to file	0.30	\$950.00	\$285.00
CL	05/14/2025	Finalize Long Form Settlement Agreement.	0.80	\$750.00	\$600.00
CL	05/14/2025	Email from/to S. Huang re: revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
CL	05/15/2025	Email to/from S. Huang re: confirmation of final version of long form settlement agreement.	0.30	\$750.00	\$225.00
KN	05/15/2025	Court appearance - MPA; review status; review emails; memo to staff; analysis of tentative; plan next steps	0.75	\$950.00	\$712.50
CL	05/16/2025	Email from K. Hamza re: confirmation of signed settlement agreement.	0.20	\$750.00	\$150.00
CL	05/20/2025	Email to S. Huang re meet and confer re: signed settlement agreement.	0.30	\$750.00	\$225.00
CL	05/21/2025	Email to S. Huang requesting signature to settlement agreement.	0.30	\$750.00	\$225.00
KN	06/03/2025	Prepare amended motion documents; analysis of issues to address; work on supplemental submission addressing issues from ruling	3.50	\$950.00	\$3,325.00
KN	06/03/2025	Prepare final exhibits; prepare Agreement with exhibits; prepare additional inserts and exhibits for amended motion	0.75	\$950.00	\$712.50
KN	06/03/2025	Prepare amended motion papers for final; file and serve documents; serve LWDA	1.50	\$950.00	\$1,425.00
YS	06/13/2025	Review status of case, Confirm 6/17 Cont'd hearing re MPA on calendar	0.10	\$250.00	\$25.00
KN	06/17/2025	Court appearance - motion for preliminary approval; prepare for hearing; review and analyze tentative; discuss scheduling with clerk; memo to Admin with instructions and documents	1.00	\$950.00	\$950.00
CL	06/20/2025	Receipt and review email from N. Castro re: meet and confer re: administration timeline; Receipt and review administration timeline.	0.40	\$750.00	\$300.00
KN	06/20/2025	Review Admin email and Admin timeline; respond	0.20	\$950.00	\$190.00
CL	07/07/2025	Email from L. Rubalacava re: receipt of the class	0.20	\$750.00	\$150.00

		data.			
CL	07/11/2025	Email from N. Castro re: class notice, administration timeline and preliminary calculations for review and approval; Review and analyze class notice, administration timeline and preliminary calculations for review and approval.	0.50	\$750.00	\$375.00
KN	07/14/2025	Review Admin email and spreadsheet; double check calculations; respond to Admin; review revised calculations; review formatted notice; respond regarding notice; review revised notice.	0.80	\$950.00	\$760.00
CL	07/15/2025	Email from N. Castro re: Class Notice and Preliminary Calculations; Receipt and review Class Notice and Preliminary Calculations	0.30	\$750.00	\$225.00
CL	07/16/2025	Email from N. Castro re: revisions and confirmation of class notice and preliminary calculations; Receipt and review class notice and preliminary calculations.	0.30	\$750.00	\$225.00
CL	07/17/2025	Email from N. Castro re: review and approval of the calculations and notice	0.20	\$750.00	\$150.00
KN	07/18/2025	Review Admin email; Review status; email to Def	0.25	\$950.00	\$237.50
CL	07/21/2025	Email from J. Zargarof re: confirmation related to Preliminary Calculations and Mailing Documents for Review and Approval	0.20	\$750.00	\$150.00
CL	08/01/2025	Email from A. Crawford re: updated address for settlement administrator.	0.20	\$750.00	\$150.00
KN	08/05/2025	Review Admin email; review weekly report	0.30	\$950.00	\$285.00
CL	08/11/2025	Email from N. Castro re: Admin Status Report of Settlement; Receipt and review Admin Status Report of Settlement.	0.30	\$750.00	\$225.00
KN	08/12/2025	Review Admin email; review weekly report	0.30	\$950.00	\$285.00
KN	08/19/2025	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	08/26/2025	Email from N. Castro re: Admin Status Report of Settlement; Receipt and review Admin Status Report of Settlement.	0.30	\$750.00	\$225.00
CL	09/03/2025	Email from N. Castro re: administration report re settlement; Receipt and review report.	0.30	\$750.00	\$225.00
KN	09/03/2025	Review Admin email; review weekly report	0.20	\$950.00	\$190.00
CL	09/23/2025	Email to N. Castro re: Administrator declaration in support of final approval	0.30	\$750.00	\$225.00
KN	09/23/2025	Review Admin email; review timeline; review billing and check through billing for any issues	0.50	\$950.00	\$475.00

KN	10/03/2025	Review and revise motion for final approval; review draft Admin decl and respond to Admin; memo to staff; email Defendant re: draft motion.	2.75	\$950.00	\$2,612.50
CL	10/04/2025	Draft Declaration of N. Blumenthal in support of motion for final approval and for fees and costs.	2.70	\$750.00	\$2,025.00
YS	10/06/2025	Populate table of contents and authorities to the MFA	1.00	\$250.00	\$250.00
KN	10/08/2025	Review revised Admin declaration; work on motion issues; review status of draft documents; email Defendant.	1.00	\$950.00	\$950.00
KN	10/08/2025	Review and revise draft declaration; review billing issues; legal research	1.50	\$950.00	\$1,425.00
KN	10/09/2025	Review and revise motion for final approval; finalize motion; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50

Quantity Subtotal 675.87

Services Subtotal \$383,005.41

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/05/2022	Onelegal/Filing Fee	1.00	\$537.99	\$537.99
Expense	05/10/2022	Onelegal/Filing Fee	1.00	\$113.50	\$113.50
Expense	05/31/2022	KNOX - Messenger and Filing Service	1.00	\$105.75	\$105.75
Expense	05/31/2022	KNOX - Messenger and Filing Service	1.00	\$62.35	\$62.35
Expense	06/17/2022	Filing Fee/OneLegal Fee	1.00	\$113.50	\$113.50
Expense	06/18/2022	Filing Fee/OneLegal Fee	1.00	\$113.50	\$113.50
Expense	06/23/2022	OneLegal filing fee.	1.00	\$192.52	\$192.52
Expense	06/30/2022	court appearance via Court Call	1.00	\$94.00	\$94.00
Expense	12/01/2022	Mediation Fees - Ross	1.00	\$12,500.00	\$12,500.00
Expense	12/19/2022	Document retrieval fee.	1.00	\$2.00	\$2.00
Expense	12/19/2022	Document retrieval fee.	1.00	\$3.00	\$3.00
Expense	01/06/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	01/06/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	01/13/2023	OneLegal filing fee.	1.00	\$135.12	\$135.12

Expense	01/13/2023	CourtCall - Further Case Management Conference.	1.00	\$72.00	\$72.00
Expense	01/19/2023	OneLegal filing fee.	1.00	\$135.38	\$135.38
Expense	01/30/2023	Document retrieval fee.	1.00	\$1.00	\$1.00
Expense	02/08/2023	Berger Consulting	1.00	\$3,960.00	\$3,960.00
Expense	05/03/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	05/03/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	05/08/2023	SBSC Downloaded Motion to consolidate because we had not received copies from opposing counsel.	1.00	\$36.00	\$36.00
Expense	05/10/2023	OneLegal filing fee	1.00	\$74.12	\$74.12
Expense	05/18/2023	OneLegal filing fee	1.00	\$74.12	\$74.12
Expense	06/13/2023	Document retrieval fee.	1.00	\$7.00	\$7.00
Expense	06/13/2023	Document retrieval fee.	1.00	\$7.00	\$7.00
Expense	06/13/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	06/13/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	07/12/2023	OneLegal filing fee	1.00	\$128.69	\$128.69
Expense	07/17/2023	OneLegal filing fee	1.00	\$92.66	\$92.66
Expense	07/20/2023	OneLegal filing fee	1.00	\$92.66	\$92.66
Expense	07/20/2023	OneLegal filing fee	1.00	\$92.66	\$92.66
Expense	08/29/2023	Claims Admin - ILYM	1.00	\$503.81	\$503.81
Expense	08/31/2023	Expert Fees - DM&A.	1.00	\$1,637.50	\$1,637.50
Expense	08/31/2023	Aptus Court Reporting - Deponent Richard Mullin.	1.00	\$1,992.03	\$1,992.03
Expense	09/07/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	09/07/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	09/07/2023	Aptus Court Reporting - Witness Amanda Quick	1.00	\$2,078.31	\$2,078.31
Expense	09/29/2023	Document retrieval fee.	1.00	\$1.00	\$1.00
Expense	11/28/2023	Document retrieval fee.	1.00	\$1.00	\$1.00
Expense	11/29/2023	OneLegal filing fee.	1.00	\$18.62	\$18.62
Expense	12/11/2023	Document retrieval fee.	1.00	\$1.00	\$1.00
Expense	02/13/2024	Document retrieval fee.	1.00	\$19.71	\$19.71

Expense	02/17/2024	Document retrieval fee.	1.00	\$11.50	\$11.50
Expense	04/03/2024	One Legal - CMS	1.00	\$20.68	\$20.68
Expense	04/15/2024	Expert Fees - DM&A	1.00	\$6,526.50	\$6,526.50
Expense	04/22/2024	Court Reporting.	1.00	\$215.00	\$215.00
Expense	04/23/2024	Book conference room for depo prep with H. Kissam	1.00	\$195.12	\$195.12
Expense	04/24/2024	Travel expenses for deposition of Plaintiff.	1.00	\$493.34	\$493.34
Expense	04/30/2024	Expert Fees - DM&A.	1.00	\$3,125.00	\$3,125.00
Expense	05/10/2024	One Legal - Notice of Remote Appearance	1.00	\$20.68	\$20.68
Expense	05/16/2024	Deposition transcript fee.	1.00	\$614.00	\$614.00
Expense	05/31/2024	Expert Fees - DM&A	1.00	\$2,287.50	\$2,287.50
Expense	06/05/2024	Expert Fees - Employment Research Corp	1.00	\$5,000.00	\$5,000.00
Expense	06/13/2024	filing via One Legal	1.00	\$41.39	\$41.39
Expense	06/18/2024	KNOX Messenger and Filing Service	1.00	\$120.75	\$120.75
Expense	06/28/2024	FedEx	1.00	\$30.21	\$30.21
Expense	07/03/2024	Expert Fees - DM&A	1.00	\$6,775.00	\$6,775.00
Expense	08/26/2024	Mediation Fees - Signature Resolution	1.00	\$8,995.00	\$8,995.00
Expense	11/22/2024	FedEx	1.00	\$37.09	\$37.09
Expense	12/19/2024	Berger Consulting Fees	1.00	\$10,985.00	\$10,985.00
Expense	01/17/2025	Expert Fees - Employment Research Corporation	1.00	\$1,500.00	\$1,500.00
Expense	02/03/2025	Employment Research Corporation	1.00	\$797.50	\$797.50
Expense	04/18/2025	Document retrieval fee	1.00	\$2.50	\$2.50
Expense	04/18/2025	Onelegal filing fee	1.00	\$61.95	\$61.95
Expense	04/24/2025	KNOX Filing and Messenger Fees	1.00	\$313.25	\$313.25
Expense	04/29/2025	One legal filing charge - motion filing fee	1.00	\$86.62	\$86.62
Expense	04/29/2025	Onelegal filing fee	1.00	\$23.63	\$23.63
Expense	04/29/2025	Onelegal filing fee	1.00	\$45.32	\$45.32
Expense	06/05/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	06/10/2025	One legal filing charge	1.00	\$23.63	\$23.63
Expense	10/09/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00

Expenses Subtotal \$74,195.52

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	24.0	\$895.00	\$21,480.00
Norm Blumenthal	1.75	\$995.00	\$1,741.25
Scott Blumenthal	27.0	\$450.00	\$12,150.00
Nicholas De Blouw	9.2	\$850.00	\$7,820.00
Hala Hammi	0.5	\$450.00	\$225.00
Randy Hy	10.6	\$675.00	\$7,155.00
Christine LeVu	94.1	\$750.00	\$70,575.00
Piya Mukherjee	0.5	\$750.00	\$375.00
Kyle Nordrehaug	61.9	\$950.00	\$58,805.00
Victoria Rivapalacio	43.2	\$750.00	\$32,400.00
Andrew Ronan	214.2	\$550.00	\$117,810.00
Frederick Goldman	116.42	\$250.00	\$29,104.16
Adolfo Sanchez Contreras	26.2	\$450.00	\$11,790.00
Adolfo Sanchez Contreras	23.6	\$250.00	\$5,900.00
Yesenia Silva	22.7	\$250.00	\$5,675.00
Quantity Total			675.87
Subtotal			\$457,200.93
Total			\$457,200.93

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/08/2025	\$457,200.93	\$0.00	\$457,200.93
Outstanding Balance				\$457,200.93
Total Amount Outstanding				\$457,200.93

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #6

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SAN BERNARDINO

14 HAMZA KISSAM and ASIA CRAWFORD,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 HAWTHORNE HYDROPONICS LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: CIVSB2203720

**DECLARATION OF HAMZA KISSAM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: May 15, 2025

Hearing Time: 2:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: March 3, 2022

Trial Date: Not set

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28 DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Hamza Kissam, 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 Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

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

7 3. During the class period I have worked as a Warehouse Associate for the Defendant
8 Hawthorne Hydroponics LLC ("Hawthorne") ("Defendant") in California and during that time
9 period I have been classified by Defendant as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. I often did not
18 receive compliant meal and rest breaks which were late, interrupted or missed entirely. Also, my
19 time worked was systematically shaved due to Defendant's rounding policy. In addition, I was
20 forced to use my personal cell phone for work related purposes without reimbursement.

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

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DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 the case.

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

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

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

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

23 11. A mediation took place on December 12, 2024 with Jonathan D. Andrews, Esq., a well-
24 respected and experienced mediator of wage and hour class actions. After the mediation the parties
25 were able to come to an agreement to settle the action based on a mediator's proposal. I
26 communicated with my attorneys regarding the terms of the settlement which was reached
27 between the parties and understood that I was representing absent class members and therefore

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DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 wanted the best possible result to be obtained for the class members and I believe a very positive
2 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
3 Understanding on February 4, 2025.

4 12. I have been actively involved with this lawsuit performing the duties described above.
5 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
6 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
7 settlement process. I estimate that I spent approximately 40-50 hours working on this case up
8 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
9 and a proposed class representative to date, and will continue to do so. I have and always will
10 maintain the best interest of the class members.

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

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

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

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

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DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
2 Class Representative service payment is fair and reasonable.

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DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

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4 Executed on 04/20/2025, at Highland Ca.
5 (city, state)

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Hamza Kissam (Apr 20, 2025 14:53 PDT)

7 Hamza Kissam
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28 DECLARATION OF HAMZA KISSAM IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

EXHIBIT #7

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

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

13 **COUNTY OF SAN BERNARDINO**

14 HAMZA KISSAM and ASIA CRAWFORD,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 HAWTHORNE HYDROPONICS LLC, a
20 Limited Liability Company; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: CIVSB2203720

**DECLARATION OF ASIA CRAWFORD
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: May 15, 2025

Hearing Time: 2:30 p.m.

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: March 3, 2022

Trial Date: Not set

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28 **DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

1 I, Asia Crawford, 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 Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

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

7 3. During the class period I have worked as a Warehouse Coordinator for the Defendant
8 Hawthorne Hydroponics LLC ("Hawthorne") ("Defendant") in California and during that time
9 period I have been classified by Defendant as a non-exempt employee.

10 4. I retained my attorneys who are experienced in both class action and PAGA representative
11 action litigation and claims against employers for violations of the California Labor Code. I have
12 no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware
13 of having any actual or potential conflicts of interest with another class member in this case. I am
14 not aware of any other pending matter or action asserting claims that will be extinguished or
15 adversely affected by this settlement.

16 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
17 because I felt that my legal rights as an employee and others like me were violated. I often did not
18 receive compliant meal and rest breaks which were late, interrupted or missed entirely. Also, my
19 time worked was systematically shaved due to Defendant's rounding policy. In addition, I was
20 forced to use my personal cell phone for work related purposes without reimbursement.

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

28
DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 the case.

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

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

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

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

23 11. A mediation took place on December 12, 2024 with Jonathan D. Andrews, Esq., a well-
24 respected and experienced mediator of wage and hour class actions. After the mediation the parties
25 were able to come to an agreement to settle the action based on a mediator's proposal. I
26 communicated with my attorneys regarding the terms of the settlement which was reached
27 between the parties and understood that I was representing absent class members and therefore

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DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 wanted the best possible result to be obtained for the class members and I believe a very positive
2 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
3 Understanding on January 29, 2025.

4 12. I have been actively involved with this lawsuit performing the duties described above.
5 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
6 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
7 settlement process. I estimate that I spent approximately 20-30 hours working on this case up
8 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
9 and a proposed class representative to date, and will continue to do so. I have and always will
10 maintain the best interest of the class members.

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

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

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

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

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DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 general release and in light of the size of the settlement, I believe the request for \$15,000 as a
2 Class Representative service payment is fair and reasonable.

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DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

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4 Executed on 04/17/2025, at Amarillo, TX.
5 (city, state)

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7 Asia Crawford (Apr 17, 2025 15:02 PDT)
8 Asia Crawford
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28 DECLARATION OF ASIA CRAWFORD IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT