

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Sandra Acosta Tello (SBN 315616)
SCHNEIDER WALLACE
COTTRELL KIM LLP
515 S. Figueroa St, Suite 1060
Los Angeles, California 90071
Tel: (213) 835-1550
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
sacostatello@schneiderwallace.com

*Attorneys for Plaintiff, on behalf of
the State of California*

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

RUDY FLORES, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

v.

REAL SOFT, INC. d/b/a DIVERSITY
DIRECT, a New Jersey corporation;
AMERICAN TOWER DELAWARE
CORPORATION, a Delaware corporation;
AMERICAN TOWER LLC, a Delaware
corporation; and DOES 1 through 100
inclusive,

Defendants.

Case No. 30-2022-01240743-CU-OE-CXC

**DECLARATION OF ESTHER L.
BYLSMA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: October 8, 2026

Time: 2:00 p.m.

Dept. No.: CX102

Judge: Hon. Layne H. Melzer

Reservation No.: 74895714

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

1. I am an attorney duly licensed to practice law in the State of California. I am a member in good standing of the State Bar of California, I am admitted to the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California, and the Ninth Circuit Court of Appeals. I am familiar with the file, documents, and history related to this case. The statements set forth in this declaration are based on my personal knowledge. If called as a witness to this action, I could and would testify competently to these facts.

3. I submit this declaration in support of the Motion for Preliminary Approval of Class and PAGA Action Settlement (“Motion”) filed by Plaintiff Rudy Flores (“Plaintiff”) in the above-captioned matter (“Action”). I am familiar with the file, the documents, and the history of this Action. The following statements are based on my personal knowledge and review of the files. If called to do so, I could and would testify competently thereto.

I. COUNSEL’S QUALIFICATIONS, EXPERIENCE, AND EXPERTISE

5. SWCK is regarded as one of the leading private plaintiffs' firms in wage and hour actions and employment class actions. In November 2012, the Recorder listed the firm as one "top 10 go-to plaintiffs' employment firms in Northern California." SWCK partners and lawyers have litigated major wage and hour class actions, have won several prestigious awards, and

¹ Unless otherwise indicated, all capitalized terms herein have the same meaning as defined in the Agreement.

1 sit on important boards and committees in the legal community. SWCK was founded by Todd
2 Schneider in 1993.

3 6. SWCK has acted or is acting as class and/or representative counsel in numerous cases.
4 A non-exclusive list of SWCK's class and/or representative cases include: *Macias, et al. v. First*
5 *Technology Federal Credit Union* (Case No. 21CV375222) (Santa Clara Superior Court, March 12,
6 2026) (class certification of California classes for wage and hour claims); *Zermeno v. Marriott Int'l,*
7 *Inc.* (Case No. RG20069869) (Alameda Superior Court, January 6, 2026) (approval of PAGA
8 representative action settlement); *Chavez v. Teasdale Foods, Inc.* (Case No. 21CV-03035) (Merced
9 Superior Court, January 8, 2026) (final approval of California class and subclasses of previously
10 obtained certified wage and hour claims); *McElroy, et al. v. Georgia-Pacific Corrugated LLC* (Case
11 No. 23CV034158) (Alameda Superior Court, November 25, 2025) (final approval of California class
12 and PAGA representative action settlement); *Kingsley v. IKEA US Retail LLC, et al.* (Case No.
13 24CV089765) (Alameda Superior Court, October 23, 2025) (final approval of California class and
14 PAGA representative action settlement); *Magana v. Goya Foods of California, Inc., et al.* (Case No.
15 20STCV43233) (Los Angeles Superior Court, December 4, 2025) (final approval of California class
16 and PAGA action settlement of previously certified California rounding, meal, and wage statement
17 claims); *Hamilton v. Wayfair, LLC* (Case No. RG19006990) (Alameda County Superior Court,
18 September 16, 2025) (final approval of settlement of previously certified California
19 subclasses); *Weaver v. Amentum Services, Inc.* (Case No. 37-2021-00049868-CU-OE-CTL) (San
20 Diego Superior Court, July 11, 2025) class and PAGA representative action; *Roberts v. Turning*
21 *Point Community Programs,* (Case No. 23cv001916) (Sacramento Superior Court, July 7,
22 2025) (final approval of class and PAGA settlement); *Morel v. HNTB Corporation, et al.* (Case No.
23 3:2022-cv-00408) (United States District Court, Southern District of California, July 7, 2025) (final
24 approval of California class and PAGA representative action settlement); *Tovar v.*
25 *GC Services Limited Partnership,* (Case No 37-2021-00038640-CU-OE-CTL) (San Diego Superior
26 Court, July 3, 2025) (class and PAGA representative action); *Morales, et al. v. Porto's Bakery, Inc.,*
27 *et al.* (Case No. 20STCV34675) (Los Angeles Superior Court, June 25, 2025) (class certification
28 of California class in consolidated matter); *Fleming v. American Retail Services, et al.* (Case No. 37-

2021-00007716-CU-OE-NC) (San Diego Superior Court, May 15, 2025) (class and PAGA representative action); *Bryant v. Renaissance Villages, Inc.* (Case No. RIC2002756) (Riverside Superior Court, May 13, 2025) (final approval of California class and PAGA representative action); *Cohen v. Peloton Interactive, Inc., et al.* (Case No. 2:22-cv-01425-MWF-E) (United States District Court, Central District of California, February 12, 2025) (final approval of FLSA collective, California class, and PAGA representative action); *Corley v. Invitation Homes Realty California, Inc.* (Case No. CIVSB2213022) (San Bernardino Superior Court, January 9, 2025) (final approval of California class, and PAGA representative action); *Salonga, et al. v. Aegis Senior Communities, LLC, et al.* (Case No. 22CV007450) (Alameda Superior Court, August 30, 2024) (final approval of FLSA collective, California class, and PAGA representative action); *Walker v. Nursefinders, LLC, et al.* (Case No. 3:22-CV-04084-AGT) (Northern District of California, August 27, 2024) (final approval of California class and PAGA representative action settlement); *Bonner v. Providence Health System-Southern California* (Case No. 21STCV09585) (Los Angeles Superior Court, July 16, 2024) (class certification of a California rounding subclass and derivative subclasses); *Miles v. Kirkland* (Case No. 5:18-cv-01559-JWH) (Central District of California, June 7, 2024) (class certification of a California rest break subclass); *Clavel v. San Diego Sunrise Management Company* (Case No. 37-2020-00028205-CU-OE-CTL) (San Diego Superior Court, May 29, 2024) (class action); *Randall, et al. v. Integrated Communication Service Inc., et al.* (Case No. 3:20-cv-05438-DGE) (Western District of Washington, March 29, 2024) (final approval of three-state class and FLSA collective action settlement); *Lopez v. Eurofins Scientific, Inc., et al.* (Case No. 3:21-cv-08652-LB) (Northern District of California, February 15, 2024) (final approval of California class and PAGA representative action settlement); *Rodriguez, et al. v. Tri-Wire Engineering Solutions, Inc., et al.* (Case No. 1:21-cv-10752-PBS) (District of Massachusetts, December 5, 2023) (final approval of five-state class and FLSA collective action settlement); *Beissel v. Western Flyer Express, LLC* (Case No. 5:21-cv-00903-R) (Western District of Oklahoma, November 3, 2023) (final approval of Oklahoma class and FLSA collective action settlement for deceptive trade practices, unlawful sale of business opportunities, and wage and hour claims on behalf of independent contractor truck drivers); *Sishi, et al. v. Eskaton Properties Inc., et al.* (Case No. RG21100764) (Alameda County

1 Superior Court, August 4, 2023) (final approval of California class and PAGA representative action
2 settlement); *Wright, et al. v. Frontier Management LLC, et al.* (Case No. 2:19-cv-01767-JAM-CKD)
3 (Eastern District of California, March 13, 2023) (final approval of California, Illinois, Oregon, and
4 Washington class and FLSA collective action settlement); *Campos v. Extra Express (Cerritos) Inc.*
5 (Case No. BC715057) (Los Angeles Superior Court, January 18, 2023) (final approval of California
6 law wage and hour class action settlement alleging misclassification of short haul delivery
7 drivers); *Huddleston v. John Christner Trucking, LLC* (Case No. 4:17-cv-00549-GKF-CDL)
8 (Northern District of Oklahoma, October 31, 2022) (final approval of California and Oklahoma class
9 and FLSA collective action settlement where Plaintiff obtained class certification on behalf of
10 allegedly misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No. RG20061119)
11 (Alameda County Superior Court, June 23, 2022) (final approval of a class action settlement for
12 failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide
13 meal and rest breaks, waiting time penalties, and failure to provide itemized wage statements, under
14 California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-SKx) (Central
15 District of California, May 19, 2022) (final approval of California class action and PAGA
16 representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No.
17 RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class
18 action and PAGA representative action); *Hazel v. Himagine Solutions, Inc.* (Case No. RG20068159)
19 (Alameda County Superior Court, November 2, 2021) (final approval of a California class action
20 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure
21 to provide meal and rest breaks, failure to reimburse necessary business expenditures, waiting time
22 penalties, and failure to provide itemized wage statements); *Pine Manor Investors, LLC v. FPI*
23 *Management, Inc.* (Case No. 34-2018-00237315) (Sacramento County Superior Court, October 20,
24 2021) (final approval of a California class action settlement in action that alleged improper billing for
25 workers compensation charges by an apartment complex management company); *Etcheverry v.*
26 *Franciscan Health System* (Case No. 3:19-cv-05261-RJB-MAT) (Western District of Washington,
27 October 19, 2021) (final approval of hybrid Fair Labor Standards Act and Washington class
28 action); *Jean-Pierre v. J&L Cable TV Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of

1 Massachusetts, August 31, 2021) (final approval of hybrid Fair Labor Standards Act and
2 Massachusetts, New Hampshire, Maine, and Pennsylvania class action); *Amaraut v. Sprint/United*
3 *Management Co.* (Case No. 3:19-cv-00411-WQH-AHG) (Southern District of California, August 5,
4 2021) (final approval of hybrid Fair Labor Standards Act and Arizona, Colorado, New York, Ohio,
5 and Washington Rule 23 action); *Diaz v. TAK Communications CA, Inc.* (Case No. RG20064706)
6 (Alameda County Superior Court, July 27, 2021) (final approval of hybrid Fair Labor Standards Act
7 and California class action); *Villafan v. Broadpectrum Downstream Services, Inc.* (Case No. 3:18-
8 cv-06741-LB) (Northern District of California, April 9, 2021) (final approval of class and collective
9 action settlement for failure to pay minimum wages and overtime rates, failure to provide meal and
10 rest breaks, failure to reimburse business expenses, and failure to provide itemized wage
11 statements); *Jones, et al. v. CertifiedSafety, Inc., et al.* (Case No. 3:17-cv-02229-EMC) (Northern
12 District of California, June 1, 2020) (final approval of hybrid Fair Labor Standards Act and California,
13 Washington, Illinois, Minnesota, Alaska, and Ohio class action settlement for failure to pay for all
14 hours worked, failure to provide meal and rest breaks, unreimbursed business expenses, waiting time
15 penalties, and failure to provide itemized wage statements); *El Pollo Loco Wage and Hour Cases*
16 (Case No. JCCP 4957) (Orange County Superior Court, January 31, 2020) (final approval of a class
17 action settlement for failure to pay for all hours worked, failure to provide meal and rest breaks,
18 unreimbursed business expenses, waiting time penalties, and failure to provide itemized wage
19 statements, under California law); *Soto, et al. v. O.C. Communications, Inc., et al.* (Case No. 3:17-
20 cv-00251-VC) (Northern District of California, Oct. 23, 2019) (final approval of a hybrid Fair Labor
21 Standards Act and California and Washington law Rule 23 action with joint employer
22 allegations); *Manni v. Eugene N. Gordon, Inc. d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-
23 2017-00223592) (Sacramento Superior Court) (final approval of a class action settlement for failure
24 to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide meal and
25 rest breaks, waiting time penalties, and failure to provide itemized wage statements, under California
26 law); *Van Liew v. North Star Emergency Services, Inc., et al.* (Case No. RG17876878) (Alameda
27 County Superior Court) (final approval of a class action settlement for failure to pay for all hours
28 worked, failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure

1 to reimburse for necessary business expenditures, waiting time penalties, and failure to provide
2 itemized wage statements, under federal law); *Asalati v. Intel Corp.* (Case No. 16cv302615) (Santa
3 Clara Superior Court) (final approval of a class and collective action settlement for failure to pay for
4 all hours worked, failure to pay overtime, failure to provide meal and rest breaks, failure to reimburse
5 for necessary business expenditures, failure to adhere to California record keeping requirements,
6 waiting time penalties, and failure to provide itemized wage statements, under federal and California
7 law); *Harmon, et al. v. Diamond Wireless, LLC*, (Case No. 34-2012-00118898) (Sacramento Superior
8 Court) (final approval of a class action settlement for failure to pay wages free and clear, failure to
9 pay overtime and minimum wages, failure to provide meal and rest breaks, failure to pay full wages
10 when due, failure to adhere to California record keeping requirements, and failure to provide adequate
11 seating, under California law); *Aguilar v. Hall AG Enterprises, Inc., et al.*, (Case No. BCV-16-10994-
12 DRL) (Kern County Superior Court) (final approval of a class action settlement for failure to provide
13 meal and rest periods, failure to compensate for all hours worked, failure to pay minimum and
14 overtime wages, waiting time penalties, failure to provide itemized wage statements, and failure to
15 pay undiscounted wages, under California law); *Viceral and Krueger v. Mistras Group, Inc.*, (Case
16 No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final approval of a class and
17 collective action settlement for failure to compensate for all hours worked, including overtime, under
18 federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et al.*, (Case No. 5:14-CV-
19 00891) (Central District of California) (final approval of a class action settlement for failure to provide
20 meal and rest periods, failure to compensate for all hours worked, failure to pay overtime wages,
21 unpaid wages and waiting time penalties, and failure to provide itemized wage statements); *Meza, et*
22 *al. v. S.S. Skikos, Inc., et al.*, (Case No. 15-cv-01889-TEH) (Northern District of California) (final
23 approval of class and collective action settlement for failure to compensate for all hours worked,
24 including overtime, under federal and California law, failure to provide meal and rest breaks, failure
25 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and
26 failure to provide accurate itemized wage statements); *Holmes, et al v. Xpress Global Systems,*
27 *Inc.*, (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval of a class action
28 settlement for failure to provide meal and rest breaks and failure to provide accurate itemized wage

1 statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.*, (Case No. 3:13-cv-04357-VC) (Northern
2 District of California) (final approval of a class and collective action settlement for failure to
3 compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure
4 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and
5 failure to provide accurate itemized wage statements); *Molina, et al. v. Railworks Track Systems,*
6 *Inc.*, (Case No. BCV-15-10135) (Kern County Superior Court) (final approval of a class action
7 settlement for failure to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clocker
8 work, failure to pay full wages upon termination to, and failure to provide accurate itemized wage
9 statements); *Allen, et al. v. County of Monterey, et al.*, (Case No. 5:13-cv-01659) (Northern District
10 of California) (settlement between FLSA Plaintiffs and Defendant to provide relief to affected
11 employees); *Barrera v. Radix Cable Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin County
12 Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks
13 to, off-the-clock work by, failure to provide overtime compensation to, failure to reimburse business
14 expenditures to, failure to pay full wages upon termination to, and failure to provide accurate itemized
15 wage statements to retention specialists working for cable companies); *Glass Dimensions, Inc., et al.*
16 *v. State Street Corp. et al.*, (Case No. 1:10-cv-10588) (District of Massachusetts) (final approval of
17 class action settlement for claims of breach of fiduciary duty and self-dealing in violation of
18 ERISA); *Friend, et al. v. The Hertz Corporation*, (Case No. 3:07-052222) (Northern District of
19 California) (settlement of claims that rental car company misclassified non-exempt employees, failed
20 to pay wages, failed to pay premium pay, and failed to provide meal periods and rest
21 periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-465052) (San Francisco County
22 Superior Court) (final approval of class action settlement for overtime pay, off-the-clock work,
23 unreimbursed expenses, and other wage and hour claims on behalf of a class of center
24 managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X) (In the Equal Employment
25 Opportunity Commission Baltimore Field Office) (final approval of class action settlement for the
26 denial of promotions based on targeted disabilities); *Shemaria v. County of Marin*, (Case No. CV
27 082718) (Marin County Superior Court) (final approval of class action settlement on behalf of a class
28 of individuals with mobility disabilities denied access to various facilities owned, operated, and/or

maintained by the County of Marin); *Perez, et al. v. First American Title Ins. Co.*, (Case No. 2:08-cv-01184) (District of Arizona) (final approval of class action settlement in action challenging unfair discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCv167815) (Santa Cruz County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of retail employees); *Sosa, et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366) (Alameda County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California) (certified class action on behalf of delivery drivers allegedly misclassified as independent contractors); *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final approval of class action settlement for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.* (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to and for off-the-clock work by certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case No. ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-the-clock work by, and failure to provide overtime compensation to, production-line employees of meat-packing plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-479518 and CGC-09-489635) (San Francisco Superior Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for off-the-clock work by, employees at check cashing stores); *Salcido v. Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of California) (final approval of class action settlement for off-the-clock work by production-line employees of meat-packing plant); *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County Superior Court) (final approval of class action settlement for missed meal and rest periods on behalf of hourly workers at Six Flags amusement parks); *Chau v. CVS RX Services,*

1 *Inc.* (Case No. BC349224) (Los Angeles County Superior Court) (final approval of class action
2 settlement for failure to pay overtime to CVS pharmacists); *Reed v. CALSTAR* (Case No.
3 RG04155105) (Alameda County Superior Court) (certified class action on behalf of flight
4 nurses); *Satchell v. FedEx Express, Inc.* (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class
5 action alleging widespread discrimination within FedEx); *Lopez v. San Francisco Unified School*
6 *District* (Case No. C-99-03260 SI) (N.D. Cal.) (certified class action in favor of plaintiffs in class
7 action against school district for widespread disability access violations); *Singleton v. Regents of the*
8 *University of California* (Case No. 807233-1) (Alameda County Superior Court) (class settlement for
9 women alleging gender discrimination at Lawrence Livermore National Laboratory); *McMaster v.*
10 *BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County Superior Court) (final
11 approval of class action settlement for drive-time required of Coca-Cola account managers); *Joseph*
12 *v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County Superior Court) (final
13 approval of class action settlement for failure to provide meal and rest periods to employees of The
14 Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final approval of class
15 action settlement for failure to pay accrued vacation pay upon end of employment); *DeSoto v. Sears,*
16 *Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and *Lenahan v.*
17 *Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class action
18 settlement for failure to pay Sears drivers for all hours worked); among many others.

19 7. SWCK's wage and hour litigators have been recognized by Courts across the country
20 for their work on behalf of employees. Last year, in the *Peloton* case (listed above), Judge Michael
21 Fitzgerald of the United States District Court for the Central District of California approved a fee
22 award that was adjusted upwards from the benchmark, stating: "The Court finds that Class Counsel
23 obtained an impressive result for the class, that the risks involved in future litigation were substantial,
24 and that Class Counsel were skillful in their litigation of this action, and that the fee was contingent,
25 complicating Class Counsel's representation." Judge Gregory K. Frizzell of the United States District
26 Court for the Northern District of Oklahoma similarly praised the skill of this litigation team as class
27 action litigators in the *Huddleston* case (listed above), finding that: "Class Counsel have extensive
28 experience, reputation, and ability that propelled the excellent result obtained for the Class Members"

1 and that, prior to settlement, “Class Counsel successfully certified three groups of class members on
2 distinct theories of liability, representing significant novelty and difficulty and requiring substantial
3 skill.” Judge William Q. Hayes of the United States District Court for the Southern District of
4 California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*,
5 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *18 (S.D. Cal. Aug. 5, 2021). Judge Hayes
6 found that “Class Counsel has significant experience in class action and wage and hour litigation and
7 has demonstrated significant skill during this contentious litigation.” In awarding a one-third fee
8 award, Judge Hayes held that was justified by, inter alia, “the excellent results obtained, the
9 substantial risk borne by Class Counsel in litigating this matter, [and] the high degree of skill and
10 quality of work performed.”

11 **II. SUMMARY OF THE LITIGATION**

12 **A. Factual Background**

13 8. Defendant American Tower Corporation (“American Tower”) through its subsidiaries,
14 owns, operates and develops wireless and broadcast communication infrastructure sites throughout
15 the United States, including California. Defendant Real Soft, Inc. (“Real Soft”) is a software solutions
16 company that offers project development, application management and support services. Real Soft
17 places employees like Plaintiff with American Tower.

18 9. Plaintiff is a former employee who worked for Defendants in Irvine, California as a
19 non-exempt Project Manager.

20 10. Plaintiff’s substantive wage and hour claims are premised on the following theories of
21 liability:

22 (a) Defendants’ unlawful timekeeping and compensation policies, including:

23 (i) Defendants’ practice of recording time scheduled instead of time
24 actually worked;

25 (ii) Defendants’ practice of rounding time despite the ability to accurately
26 record time by, at least, the minute;

27 (iii) Defendants’ failure to compensate employees for all hours worked,
28 including at minimum wages and overtime wages;

- 1 (b) Defendants' unlawful meal and rest break policies, including:
- 2 (i) Defendants' failure to provide timely, full, compliant meal and rest
- 3 breaks;
- 4 (ii) Defendants' failure to pay premium wages for missed or non-compliant
- 5 meal or rest breaks;
- 6 (c) Defendants' unlawful reimbursement policies, including:
- 7 (i) Defendants' failure to compensate employees for their work-related
- 8 internet and cellphone expense, especially in establishing and maintaining a work from home
- 9 environment as a result of the COVID-19 pandemic.

10 11. Based on the above theories, Plaintiff's PAGA complaint asserts the following causes

11 of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide

12 meal periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business

13 expenditures; (6) failure to provide employees with timely wages owed upon separation; (7) failure

14 to provide accurate and itemized wage statements; and (8) requiring employees to agree to void or

15 illegal noncompete and arbitration agreements.

16 12. Plaintiff's Class complaint asserts the following causes of action: (1) failure to pay

17 minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to

18 provide rest periods; (5) failure to provide accurate and itemized wage statements; (6) unlawful

19 conditions of employment in violation of Labor Code sections 432.5, 432.6, 925 and Business &

20 Professions Code section 16600; (7) failure to reimburse necessary business expenditures; (8) waiting

21 time penalties; and (9) violation of Business & Professions Code section 17200.

22 **B. Procedural History**

23 13. On November 5, 2021, Plaintiff filed a PAGA notice with the LWDA regarding his

24 intent to initiate a PAGA action on behalf of the state of California. Attached as **Exhibit 2** is a true

25 and correct copy of the PAGA Notice.

26 14. On January 13, 2022, Plaintiff filed a PAGA complaint in Orange County Superior

27 Court, Case No. 30-2022-01240743-CU-OE-CXC ("Flores PAGA Action"). Attached as **Exhibit 3**

28 is a true and correct copy of the PAGA Complaint submitted to the LWDA.

1 15. On January 14, 2022, Plaintiff filed an Amended PAGA notice with the LWDA to
2 include additional allegations of meal and rest break violations and add subsidiaries of Defendant
3 American Tower Corporation. Attached as **Exhibit 4** is a true and correct copy of the Amended
4 PAGA Notice.

5 16. On March 24, 2022, Defendant Real Soft filed its Answer in the PAGA Lawsuit,
6 disputing Plaintiff's allegations. On March 29, 2022, Defendant American Tower filed its Answer in
7 the PAGA Lawsuit, disputing Plaintiff's allegations.

8 17. On April 13, 2022, Plaintiff filed a putative class action complaint in Orange County
9 Superior Court, Case No. 30-2022-01254733-CU-OE-CXC ("Flores Class Action").

10 18. On May 19, 2022, Plaintiff filed his first amended complaint in the Flores PAGA
11 Action. Attached as **Exhibit 5** is a true and correct copy of the Amended PAGA Complaint submitted
12 to the LWDA.

13 19. On June 21, 2022, Defendants filed their Answers to Plaintiff's FAC in the PAGA
14 Action.

15 20. On or about June 22, 2022, the Flores Class and PAGA cases were deemed related.
16 *See Class ROA 45.*

17 21. On July 6, 2022, Defendant American Tower filed its Answer in the Class Lawsuit,
18 disputing Plaintiff's allegations. On July 8, 2022, Defendant Real Soft filed its Answer in the Class
19 Lawsuit, disputing Plaintiff's allegations.

20 22. On or around December 20, 2022, the Parties agreed to attend private mediation. The
21 Parties engaged in additional informal and formal discovery to further assess the nature of the
22 allegations and potential scope of liability. For example, Defendants provided Plaintiff's counsel with
23 pertinent data for Class Members, as well as relevant documents, so the Parties could further
24 investigate the claims at issue and understand their strengths and weaknesses. This included
25 timekeeping records, payroll records, relevant policies and forms, and class data points. Plaintiff was
26 informed of the total number of Class Members and PAGA Recipients during the relevant time period,
27 the total number of Class Members and Aggrieved Employees; the aggregate number of workweeks
28 for all Class Members during the entire relevant time period; the aggregate number of pay period

1 worked by all Aggrieved Employees during the entire relevant time period; and the total number of
2 current and former Class Members and Aggrieved Employees during the entire relevant time period.

3 23. On March 13, 2023, Plaintiff and Defendants attended a full-day mediation with the
4 highly-respected and experienced wage and hour mediator Hon. Daniel Buckley, in an effort to
5 explore a global resolution of the actions. However, the Parties did not reach a settlement at the time.

6 24. After the first mediation, the Parties continued to actively litigate the Flores Lawsuits,
7 including via continuing discovery and attending informal discovery conferences (“IDC”).

8 25. On September 18, 2023, the Parties attended an IDC regarding the Parties’ dispute on
9 scope of the Class and PAGA Employees. After the IDC, the Parties received the Court’s guidance
10 that a motion to compel may be necessary.

11 26. Following the September 2023 IDC, the Parties exchanged further formal discovery
12 and Defendants provided supplemental responses as to the full scope of the class as defined by
13 Plaintiff.

14 27. On November 13, 2024, the Parties attended another IDC focused on Defendant’s
15 select discovery responses and document production. The Parties received the Court’s guidance and
16 continued to meet and confer.

17 28. On or around April 2025, the Parties resumed settlement discussions with the
18 assistance of mediator Hon. Daniel Buckley. During this period, Plaintiff requested updated data
19 points regarding work weeks and pay periods. Defendant provided these updated data points.

20 29. Following subsequent further negotiations, on November 26, 2025, the Parties reached
21 an agreement to settle Plaintiff’s claims on a class-wide basis. The Parties then negotiated the full
22 terms and executed the Settlement on April 28, 2026.

23 30. After reasonable inquiry, Class Counsel and Defendants are unaware of any class,
24 representative or other collective action in any other court that asserts claims similar to those asserted
25 in the action being settled.

III. THE FACTORS SUPPORTING PRELIMINARY APPROVAL

31. The Gross Settlement Fund is a non-revisionary fund of \$295,000.00. The estimated Net Settlement Fund² available to the approximately 39 Class Members totals \$143,100.00. This provides an estimated average net recovery of \$3,660.23 per Class Member, assuming 100% participation in the Settlement, not including the additional payment available from the PAGA Employee Settlement Fund). There are an estimated 8,328 workweeks through November 26, 2025. The key financial terms of the settlement are as follows:

Gross Settlement Fund	\$295,000.00
Attorneys' Fees	\$103,250.00
Litigation Costs	Not to exceed \$25,000.00
Settlement Administrator Fee	\$2,750.00
PAGA Payment	\$5,900.00 (LWDA Payment - \$4,425.00; PAGA Employee Settlement Fund - \$1,475.00)
Plaintiff's Service Award	\$15,000.00

A. Presumption of Fairness

32. The Settlement preliminarily satisfies the factors required for a presumption of fairness. As detailed above, the Settlement was reached by experienced Class Counsel only after contentious litigation, extensive investigation and discovery, a mediation session with a well-respected mediator, and subsequent arms-length settlement negotiations. The proposed Settlement provides substantial monetary recovery for the Settlement Class, and it satisfies all the required due process protections.

² The Net Settlement Fund consists of the Gross Settlement Fund of \$295,000.00 minus Plaintiff's service award (\$15,000.00), Class Counsel's attorneys' fees (\$103,250.00), Class Counsel's costs (\$25,000.00), the PAGA Payment to the LWDA and PAGA Members (\$5,900.00), and Phoenix Class Action Administration Solutions' costs (\$2,750.00).

1 33. The Settlement Class to be certified for settlement purposes includes all current and
2 former hourly, non-exempt employees who were employed by Defendants and worked in California
3 during the time period starting from April 13, 2018, through preliminary approval. PAGA Recipients
4 are all nonexempt employees that who were employed by Defendants and worked in California during
5 the time period starting from November 9, 2020, through preliminary approval.

6 34. The Parties have jointly selected Phoenix Class Action Administration Solutions
7 (“Phoenix”) as the Settlement Administrator. During the Class Notice process, the Settlement
8 Administrator will send out the proposed Class Notice, which informs Class Members of: (1) the
9 dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to
10 the Class Member and (2) the number of Workweeks and Pay Periods used to calculate these amounts.
11 Each Class Member and PAGA Recipient shall have the opportunity to challenge the number of
12 Workweeks allocated to the Class Member or PAGA Recipient in the Class Notice. Class Members
13 who wish to exclude themselves from the Settlement must submit a written request for exclusion from
14 the Settlement by the Response Deadline. Attached as **Exhibit 6** is a true and accurate copy of
15 Phoenix’s bid.

16 **B. Exposure Analysis**

17 35. Class Counsel’s exposure analysis, summarized below, also supports the fairness of
18 the Settlement consideration.

19 36. Plaintiff’s timekeeping and compensation claims rest on the theory that Defendants
20 recorded and compensated class members based on scheduled hours rather than actual hours worked.
21 If Plaintiff fully certifies and prevails on his unpaid wages claim under this theory - establishing
22 approximately 2.22 hours of unpaid overtime per week during the class period because Defendants
23 allegedly prohibited employees from recording more than their scheduled hours – Plaintiff estimates
24 damages of \$464,778.

25 37. However, this theory of liability carried significant risk. Defendant contended that
26 class members were in fact not instructed to log scheduled hours and that Plaintiff’s situation was not
27 similarly experienced by other employees. To develop an exposure amount that is reasonably
28 discounted to account for the risks, Class Counsel applied a 40% discount for the risk of certification

1 and a further 40% discount for the risk of prevailing on the merits, estimating the exposure to be
2 \$74,364 for the unpaid wages claims.

3 38. If Plaintiff prevailed on his timekeeping and compensation claims, he would also have
4 a viable wage statement claim based on the theory that the wage statements did not accurately state
5 the total hours worked, and the net and gross wages earned because they were based on scheduled
6 hours rather than actual hours worked. If Plaintiff fully certifies and prevails on his wage statement
7 claim, Plaintiff estimates the undiscounted estimated exposure to be approximately \$318,194.00. This
8 estimate is based on the number of pay periods potentially affected by Defendant's wage statement
9 practices, and applying \$50 per pay period for the first violation and \$100 for all subsequent, for up
10 to \$4000 per class member.

11 39. However, the wage statement claim carried similar risk as the timekeeping and
12 compensation claims. To account for this risk, Class Counsel applied a 40% discount for the risk of
13 certification and a further 40% discount for the risk of prevailing on the merits, estimating the
14 exposure to be \$50,911.

15 40. Regarding Plaintiff's meal and rest break claim, if Plaintiff fully certifies and prevails
16 on his meal break claim and proves that each Class Member is owed premium wages for 20%
17 noncompliant meal period during the class period (based on Plaintiff's observations from time and
18 pay records), Plaintiffs calculated the undiscounted exposure meal period claim to be approximately
19 \$229,120. If Plaintiff fully certifies and prevails on his rest break claim and proves that each Class
20 Member is owed premium wages at a 75% violation rate for interrupted rest breaks, Plaintiff
21 calculated the undiscounted exposure for the rest period claim to be approximately \$501,423.

22 41. However, Plaintiffs recognized that these estimates were unrealistic. For example, the
23 rest break claim will be extremely difficult to certify based on the fact that the claim was dependent
24 on testimonial evidence, which included variations across job positions, shift hours, and job locations.
25 Defendants additionally raised numerous defenses and challenges on the merits, all of which would
26 be difficult to address, including without limitation, that Defendant American Tower had written
27 policy and training documents with facially valid meal and rest break policies, and that that employees
28 signed valid meal period waiver agreements. To develop an exposure amount that is reasonably

1 discounted to account for the risks of class certification and trying the meal break claim on the merits,
2 Class Counsel applied a 50% discount for the risk of certification and a further 80% discount for the
3 risk of prevailing on the merits, resulting in a discounted estimated exposure of \$91,648 for the meal
4 period claim. To develop an exposure amount that is reasonably discounted to account for the risks
5 of class certification and trying the rest break claim on the merits, Class Counsel applied a 50%
6 discount for the risk of certification and a further 50% discount for the risk of prevailing on the merits,
7 resulting in a discounted estimated exposure of \$125,356.

8 42. Plaintiff also alleged a reimbursement claim because Defendants failed to reimburse
9 employees for cell phone, internet and remote tools expenses, especially during the height of the
10 COVID-19 pandemic. Assuming each employee is entitled to \$85 per month, the undiscounted
11 exposure is approximately \$149,727. Defendants asserted that they provided all necessary tools to its
12 employees, employees did not have to use their cell phones for work, and if some employees brought
13 their own tools to work and/or used their cell phones, it was their personal choice. Further Defendant
14 American Tower asserts that they provided reimbursements to some class members. Accordingly,
15 Class Counsel applied a 50% discount for the risk of certification and a further 50% discount for the
16 risk of prevailing on the merits, resulting in a discounted estimated exposure of \$37,431.

17 43. The total discounted exposure for Plaintiff's substantive Class claims is approximately
18 \$379,710. The Net Settlement Amount of \$143,100 is approximately 37% of the total estimated
19 discounted exposure – a figure that places the Settlement easily within the range of reasonableness
20 determined in other comparable cases. *See e.g., Viceria v. Mistras Grp., Inc.*, 2016 U.S. Dist. LEXIS
21 140759, at *7 (N.D. Cal. Oct. 11, 2016) (approving wage and hour settlement of approximately 8%
22 of total verdict value); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 WL 3776765, at *4 (N.D. Cal.
23 2015) (“10% gross and 7.3% net figures are ‘within the range of reasonableness.’”); *Balderas v.*
24 *Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (gross
25 settlement amount of 8% of maximum recovery and net settlement amount of 5%); *Ma v. Covidien*
26 *Holding, Inc.*, 2014 WL 360196, at *4-5 (C.D. Cal. Jan. 31, 2014) (9.1% of “the total value of the
27 action” is within the range of reasonableness); *In re Omnivision Techs. Inc.*, 559 F. Supp. 2d 1036,
28 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages); *Bellinghausen v.*

1 *Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving settlement that provided 9%
2 recovery based on estimated liability exposure); *In re Uber FCRA Litig.*, 2017 U.S. Dist. LEXIS
3 101552, at *23- 24 (N.D. Cal. June 29, 2017) (approving settlement where the gross settlement fund
4 was valued at 7.5% of total possible verdict); *Cruz v. Sky Chefs, Inc.*, 2014 WL 7247065, at *5 (N.D.
5 Cal. Dec. 19, 2014) (granting final approval where gross settlement amount represented 8.6% of the
6 maximum potential recovery from the class claims).

7 44. PAGA penalties present their own risks. They derive from other violations and include
8 “stacking” of violations, and the law may only allow application of the initial violation penalty
9 amount. In addition, the total amount may be reduced in the discretion of the Court. See Cal. Lab.
10 Code § 2699(e)(2) (permitting courts to reduce PAGA penalties “if, based on the facts and
11 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
12 and oppressive, or confiscatory”). Moreover, recent decisions may make it difficult for PAGA
13 plaintiffs to recover statutory penalties, as opposed to actual missed wages. *See, e.g., Naranjo v.*
14 *Spectrum Sec. Servs., Inc.* (2023) 88 Cal.App.5th 937; but *see Gola v. Univ. of San Francisco* (2023)
15 90 Cal.App.5th 548, 566–67.

16 45. The PAGA Payment of \$5,900.00 represents 2% of the Gross Settlement Amount, and
17 are consistent with other settlements previously approved by courts in California.

18 **C. Risks of Litigation**

19 46. In addition to the specific risks with respect to Plaintiff’s substantive claims discussed
20 above, Class Counsel recognizes the uncertainty and risk of the outcome of further litigation of
21 Plaintiff’s claims, and the difficulties and delays inherent in litigating complex class and PAGA
22 actions like this one.

23 47. Throughout this litigation, Defendants have vigorously denied the allegations in the
24 Action, and have denied all liability. Defendants have taken the position that this case is not suitable
25 for class treatment and have asserted that they fully complied with their obligations under California’s
26 labor laws.

27 48. Class Counsel has vigorously asserted the claims in this litigation, but understands the
28 risks going forward. Class Counsel is aware that class certification may be denied in whole in the

lawsuit. Litigating the class claims will require substantial additional preparation and discovery and ultimately would involve the depositions of numerous Class members and experts, the presentation of percipient and expert witnesses at trial, as well as the consideration, preparation, and presentation of voluminous documentary evidence and the preparation and analysis of expert reports. In contrast to the risk and uncertainty of continued litigation, the Settlement will yield a prompt, certain, and substantial recovery for the employees.

49. Even if class certification is granted, Plaintiff will then have to establish class-wide liability and prove up various issues regarding damages. Proving liability and damages issues would also be complicated by any individualized differences among Class members and will be vigorously disputed by Defendants.

50. In short, obtaining class certification, establishing liability, and proving damages will require months, if not years, of further litigation and will necessitate expert witness testimony and significant additional resources.

51. While Class Counsel is confident that they would prevail on the merits of their case, they also recognize the risk that a fact finder may have found for Defendants on one or more of these issues or found damages to be significantly less than what Plaintiff claims. Defendants—represented by experienced employment lawyers—raised the above arguments, and more, in mediation and would have done so in continued litigation. Despite Plaintiffs' confidence in their ability to prove their claims on a Class-wide basis, any one of the above defenses, if decided in favor of Defendant, could have reduced or even eliminated any potential damages award

52. Given the broad scope and magnitude of risks, Class Counsel concluded that the Settlement here, which provides a significant percentage of the Class exposure estimate, is a beneficial and just result for the Class.

IV. THE PROPOSED SERVICE AWARD IS REASONABLE

53. Plaintiff has substantially contributed his time and efforts over a period of over four years in pursuing the Class and PAGA claims, and Plaintiff's role was crucial in this case. Class Counsel required significant participation and assistance by Plaintiff to build the Flores Lawsuits.

1 54. As reflected in his declaration, among other things, Plaintiff had discussions with Class
2 Counsel, worked with Class Counsel to review facts and answer questions, assisted Class Counsel in
3 their mediation efforts, and remained apprised of the case. Plaintiff took the significant risk and time
4 commitment of coming forward to represent the interests of their fellow employees.

5 55. Plaintiff contends that the requested service award in the amount of \$15,000.00 is
6 reasonable considering the efforts he made and the risks he took in prosecuting this action to obtain
7 the Settlement. As a result of Plaintiff's efforts and willingness to step forward, the employees will
8 receive significant recoveries if the Settlement is approved. On the other hand, if Plaintiff did not
9 serve as Class Representatives or assist in the prosecution of this case, the claims of the employees
10 would never have been asserted. Defendants' alleged conduct would have gone unchecked.

11 **V. THE PROPOSED ATTORNEYS' FEES AND COSTS ARE REASONABLE**

12 56. Plaintiff seeks reasonable attorneys' fees and costs from the Gross Settlement Amount.
13 Under the terms of the Settlement, Class Counsel may seek up to 35% of the Gross Settlement
14 Amount, or \$103,2500.00, and actual costs not to exceed \$25,000.00. There is no fee splitting
15 arrangement with other counsel.

16 57. Class Counsel shall present their lodestar and costs reports in the final approval papers
17 when seeking Court approval of their Class Counsel Fees Award and costs. For the purposes of
18 preliminary approval, Class Counsel notes that the 35% request is in accordance with the percentages
19 approved by California courts (including this Court in similar cases) and is warranted considering the
20 nature of this case.

21 58. In this case, there was no guarantee of compensation or reimbursement. Instead, Class
22 Counsel has undertaken all the risks of this litigation on a completely contingent-fee basis. The
23 inherent risk of proving liability and damages on a class-wide basis and Defendants' representation
24 by skillful counsel confronted Class Counsel with the prospect of recovering nothing or close to
25 nothing for their commitment to and investment in the case. Nevertheless, Plaintiff and Class Counsel
26 have committed themselves to developing and pressing Plaintiff's claims to enforce their fellow
27 employees' rights and maximize the Class recovery. This commitment and the risks involved are
28 precisely the reasons for multipliers in contingency-fee cases. As Class Members will receive a

1 significant payment if the Settlement is approved, Class Counsel seeks a reasonable fee award for
2 their efforts and the risk they have assumed.

3 59. Attorneys who litigate on a wholly or partially contingent basis expect to receive
4 significantly higher effective hourly rates in cases where compensation is contingent on success,
5 particularly in hard-fought cases where, like in the case at bar, the result is uncertain. This does not
6 result in any windfall or undue bonus. In the legal marketplace, a lawyer who assumes a significant
7 financial risk on behalf of a client rightfully expects that his or her compensation will be significantly
8 greater than if no risk was involved (*i.e.*, if the client paid the bill monthly), and that the greater the
9 risk, the greater the “enhancement.” Adjusting court-awarded fees upward in contingent-fee cases to
10 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply
11 makes those fee awards consistent with the legal marketplace, and in so doing, helps to ensure that
12 meritorious cases will be brought to enforce important public interest policies and that clients who
13 have meritorious claims will be better able to obtain qualified counsel.

14 60. Reasonable litigation expenses are ordinarily included with an award of attorneys’ fees
15 pursuant to California wage-and-hour law. Class Counsel’s expenses were reasonable, necessary to
16 the prosecution, and of the type customarily billed to fee-paying clients. Attached as **Exhibit 7** is a
17 true and accurate copy of Class Counsel’s current costs to date. Class counsel anticipates future costs
18 such as filing fees for final approval.

19 **VI. THE CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES**

20 **A. Numerosity and Ascertainability**

21 61. Plaintiff has defined the Class according to objective criteria in the settlement. Plaintiff
22 contends the Class Members are easily identifiable and can be easily located from Defendants’
23 records. With respect to numerosity, the Class consists of approximately 39 individuals. Plaintiff
24 contends that this size renders the class so large as to make joinder impracticable.

25 **B. Commonality**

26 62. Plaintiff contends that Defendants’ class-wide policies and procedures raise common
27 issues of law and fact that are applicable to all of Defendants’ non-exempt employees, including
28

1 Plaintiff's and the Class Members' claims. Class Members are easily identifiable, and Defendants
2 will provide a Class list identifying each Class Member.

3 63. Plaintiff alleges that Defendants have uniform policies applicable to all hourly,
4 nonexempt employees. These include Defendants' policies and practices with respect to timekeeping,
5 meal and rest breaks, and business reimbursements.

6 64. Plaintiff contends that his claims are typical of those of all other Class Members
7 because Plaintiff was subject to the same alleged policies and practices that form the basis of the
8 claims asserted in this case.

9 65. Moreover, Plaintiff alleges that Class Members (i) regularly communicate with their
10 supervisors during clocked out meal breaks, after hours, and on days off; and (ii) often complete their
11 duties and perform additional housekeeping tasks at the direction of their supervisors after clocking
12 out for the end of their shift. Plaintiff alleges that this time spent working goes unrecorded and
13 uncompensated for all Class Members. Plaintiffs allege that the result is Class-wide injury, including
14 unpaid wages, work during meal and rest breaks without payment of premiums, and out-of-pocket
15 expenses for Class Members.

16 **C. Typicality**

17 66. Plaintiff contends that his interests are exactly in line with those of the Class. Plaintiff
18 has agreed to prosecute this case with the interests of the Class in mind and understand his
19 responsibilities, and there are no conflicts between Plaintiff and the Class Members. Plaintiff claims
20 he was denied legally compliant meal breaks, overtime wages, and minimum wages. Plaintiff also
21 claims that the Class Members were subjected to the same illegal policies and practices to which
22 Plaintiff was subjected and that the Class claims are based on the same legal theory as Plaintiff's
23 individual claims. Furthermore, Plaintiff is represented by counsel with extensive experience in class-
24 action and employment litigation, including wage-and-hour class actions, and Class Counsel does not
25 have any conflict with the Class. Plaintiff further claims that Defendants required him to use his
26 personal cell phones in the performance of their duties for the benefit of Defendants.

1 **D. Adequacy**

2 67. There is no conflict between Plaintiff and the proposed Class. Plaintiff's claims are in
3 line with those of the Class, and Plaintiff has prosecuted this case with the interests of the Class in
4 mind.

5 68. Plaintiff's claims are in line with those of the Class, and Plaintiff has prosecuted this
6 case with the interests of the Class in mind. Plaintiff has met with Counsel, conducted interviews
7 regarding their work experiences, and participated in class-wide settlement decisions. Furthermore,
8 Plaintiff has selected counsel with extensive experience in class action and employment litigation,
9 including wage and hour class actions, and who do not have any conflict with the Class. For these
10 reasons, Plaintiff is an adequate class representative, and Counsel are appropriate Class Counsel.

11 **VII. THE PROPOSED NOTICE PROVIDES ADEQUATE NOTICE TO THE CLASS**

12 69. The proposed Notice of Class Action Settlement, attached as **Exhibit A** to the
13 Settlement, is "the best notice practicable."

14 70. The proposed Class Notice is clear and straightforward, and provides information on
15 the case, the meaning and nature of the proposed Settlement, its terms and provisions, and the rights
16 of the Class Members to participate, opt out, and object. It describes the monetary awards that the
17 Settlement will provide to the Class Members, how the awards were calculated, and the Class release.
18 It also provides the date, time, and location of the Final Approval Hearing, and the identity and contact
19 information for Class Counsel. Plaintiffs submit that the Class Notice complies with the standards of
20 fairness, completeness, and neutrality required of a settlement class notice disseminated under
21 authority of the Court.

22 71. The Notice will be in English-only as the Class and PAGA Recipients consist of
23 English speakers.

24 72. Regarding, the Notice of Final Judgment, pursuant to Cal. R. Ct. 3.771(b), Class
25 Counsel requests that the Court approve and authorize that notice is provided as posted on the
26 Settlement Administrator's website for the Settlement.

73. I have reviewed the Court's guidelines for Approval of Class Action and PAGA Settlements and can attest that they have been followed. A checklist with reference to the item in the declaration is provided below:

A. MOTION	
Litigation summary: A general summary of the litigation, including the identity of the parties and a brief procedural history.	Bylsma Decl. ¶¶ 8-29.
Copy of settlement agreement: A copy of the settlement agreement signed by all parties (not only counsel).	Bylsma Decl., ¶4, Exhibit 1.
Total settlement amount: The total settlement amount, including any non-cash consideration (and the value of any such non-cash consideration).	Bylsma Decl. ¶ 31.
Non-reversionary/reversionary settlement: Whether the settlement is a fixed common-fund amount, to which defendants hold no further rights (i.e., "non-reversionary"); or whether the settlement amount depends on the number and/or value of claims made by class members, with the remainder reverting to defendants (i.e., "reversionary").	Bylsma Decl. ¶ 31.
Explanation for reversionary settlement: For a reversionary settlement, the court requires the parties to (1) explain why that type of settlement is appropriate; (2) explain why the claims process is not so burdensome that relief would be inaccessible to putative class members; (3) describe what actions class counsel will take to encourage claims submission; and (4) provide an estimate of the anticipated claims rate or explain why such estimate cannot be provided.	Not applicable
Financial terms: A detailed description of the key financial terms of the settlement, including the gross settlement amount, each deduction from the gross amount (attorneys' fees, litigation costs, settlement administration fees and costs, enhancement awards, and all other deductions), whether exact or in a "not to exceed" amount, and the net settlement amount.	Bylsma Decl. ¶ 31-33.

1	Taxes: In employment wage-and-hour cases, the	Exhibit 1 ¶ A.3
2	percentage of the net settlement that is	
3	characterized as wages for income tax	
4	purposes, and whether defendants will be	
5	paying “employer-side” payroll taxes on the	
6	wages portion separately from the gross	
7	settlement amount. If the employer-side	
8	payroll taxes are deducted from the gross	
9	settlement amount, the parties must: (1)	
10	provide the estimated amount of the	
11	deduction; and (2) explain why that deduction	
12	from the gross settlement amount is	
13	appropriate as the employment tax obligation	
14	is generally the employer’s responsibility.	
15	Class definition and information: The	Exhibit 1 ¶ A.9-11.
16	definition of the class, the class period, the	Bylsma Decl. ¶¶ 59-66
17	estimated number of class members, and, if	
18	settlement shares will be paid on a “weeks	
19	worked” or other periodic basis, the number of	
20	such periods. The motion must also provide	
21	sufficient information and argument for the	
22	court to conclude that the class certification	
23	prerequisites have been met. See Cal. R. Ct.	
24	3.769; <i>Amchem Products, Inc. v. Windsor</i>	
25	(1997) 521 U.S. 591, 625-27; <i>Carter v. City of</i>	
26	<i>Los Angeles</i> (2014) 224	
27	Claims, investigation and settlement process	Bylsma Decl. ¶¶ 8-29
28	summary: A summary of the claims being settled, the	
	legal and factual basis for the claims, the	
	discovery conducted to date, counsel’s	
	investigation of the merits of the claims, and	
	how the settlement was reached, including	
	whether a mediator assisted the parties.	
	Release: Discussion of the scope of the release	Exhibit 1 ¶ C
	provisions which will bind the class members	
	and defendants. The release must be fairly	
	tailored to the claims that were or reasonably	
	could have been asserted in the lawsuit based	
	on the facts alleged in the operative complaint	
	(and, in PAGA cases, the notice letter to the	
	LWDA). <i>See, e.g., Amaro v. Anaheim Arena</i>	
	<i>Management, LLC</i> (2021) 69 Cal.App.5th	
	521, 538-39 (“Releases must be appropriately	
	tethered to the complaint’s factual	
	allegations”; “a court cannot release claims	
	that are outside the scope of the allegations of	

the complaint”). The release and its effective date should be set forth with precision. If the release will be effective before settlement funds are paid, explain why this is in the best interests of the class. If the class and release periods extend beyond the date of preliminary approval, explain why this is appropriate. In addition, while the court typically does not conceptually object to a waiver by a named plaintiff of the protection of Civil Code section 1542, a section 1542 waiver by absent class members is generally inappropriate in the class settlement context.

Consideration for release:
Specific information sufficient for the court to evaluate whether the consideration being received for the release of class members’ claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129. This discussion should specify the maximum realistic recovery on each claim asserted in the operative complaint, defenses asserted by defendants, a summary of the risks, expenses and duration of further litigation if the settlement is not approved, and any other relevant factors justifying the settlement amount. In this context, counsel should provide the actual discount amounts applied to each claim for certification risks and merits risks as well as an analysis of the gross settlement amount as a percentage of the maximum realistic recovery and the risk-adjusted recovery.

PAGA settlement:
A summary of any PAGA settlement, including the manner in which it was valued, the release associated with that settlement, and how the settlement meets the standards set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The settlement and notice to class members should state that an aggrieved employee may not opt out of the PAGA settlement. In addition, counsel must provide a copy of plaintiff’s notice letter(s) to the LWDA and evidence that the settlement

Bylsma Decl. ¶¶ 35-45

Bylsma Decl. ¶¶ 13-15, 18-19, 44-45
Exhibit 1 C.4, C.6

1	agreement and the motion papers were served on the LWDA.	
2	Defendants' financial situation:	Not applicable
3	If the settlement is predicated on a payment	
4	plan or on defendants' financial situation,	
5	admissible evidence of defendants' financial	
6	situation should be provided, including	
7	appropriate financial documents such as	
8	balance sheets, cash flow statements, and	
9	profit and loss statements.	
10	Allocation:	Bylsma Decl. ¶¶ 44-45
11	If approval of a settlement of class claims is	
12	sought together with approval of a settlement	
13	of non-class claims (e.g., PAGA claims),	
14	discuss why the amount allocated to non-class	
15	claims is fair to those affected. <i>See Moniz v.</i>	
16	<i>Adecco USA, Inc.</i> (2021) 72 Cal.App.5th 56,	
17	77.	
18	Class member and plaintiff payments/work weeks:	Bylsma Decl. ¶ 31
19	The estimated high, low and average amount	The estimated high, low and average amounts
20	that class members will receive as their share	will be calculated and provided by the
21	of the settlement distribution, and the expected	Settlement Administrator after Defendants
22	amount to be received by plaintiff (excluding	provide the relevant information following
23	any enhancement award). In class actions	preliminary approval.
24	alleging Labor Code wage-and-hour	
25	violations, the parties should also provide the	
26	total number of work weeks (or pay periods),	
27	and the estimated amount each class member	
28	will receive per work week (or pay period).	
	Cy pres:	Not applicable
	The parties should address whether the	
	settlement provides for a cy pres distribution	
	and, if so, the parties should provide a	
	declaration demonstrating the propriety of the	
	cy pres recipient and distribution under Civil	
	Procedure Code section 384. The parties	
	should explain why a cy pres distribution	
	fulfills the purposes of the lawsuit or is	
	otherwise appropriate. <i>See State of California</i>	
	<i>v. Levi Strauss & Co.</i> (1986) 41 Cal.3d 460,	
	472; <i>In re Microsoft I-V Cases</i> (2006) 135	
	Cal.App.4th 706, 722. The parties and their	
	counsel must also declare whether they have	
	an interest in the cy pres recipient, including	
	in its governance.	
	Settlement administration:	Bylsma Decl. ¶¶ 34,
	The parties should address the claims	
	administration and class notice process and	
	procedures, as discussed more specifically	

below in “Class Notice Administration” and “Class Notice.” The proposed settlement administrator must be identified, including information regarding its level of experience. Where calculation of an individual’s award is subject to possible dispute, a dispute resolution process should be specified. The court will not approve the amount of a costs award to the settlement administrator until the final approval hearing, at which time admissible evidence to support the request must be provided. The court also generally prefers to see a settlement term that funds allocated but not paid to the settlement administrator will be distributed to the class pro rata. The settlement should also typically provide that the settlement administrator will conduct a skip trace not only on returned mail, but also on returned checks.

Proposed fee award:
The court will not approve the amount of attorneys’ fees until the final approval hearing, at which time sufficient evidence supporting the proposed fee award to class counsel, including an analysis of why the fee is appropriate, must be presented. A lodestar analysis can be deferred until final approval. The court will not award attorneys’ fees without reviewing information about counsel’s hourly rate(s) and the time spent on the case, even if the parties have agreed to the fees. *See Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 573-75. At the final approval hearing, counsel must disclose whether counsel has any fee-splitting arrangement with any other counsel, or confirm none exists. *See Barnes, Crosby, Fitzgerald & Zeman, LLP v. Ringler* (2012) 212 Cal.App.4th 172, 184; Cal. R. Ct. 3.769(b). Further information regarding fee approval is set forth below in the court’s Guidelines for Final Approval of Class Action Settlements.

Proposed costs award:
The amount of any proposed reimbursement of costs to class counsel, including an itemized detail of the costs incurred to date and estimated future costs. Costs sought for

Counsel will present at final approval

Bylsma Decl. ¶ 60.
The final itemized detail and invoices will be submitted by Class Counsel with their final approval papers.

1	“expert consulting fees” or similar expenses should be supported by an invoice(s).	
2	Proposed enhancement award to plaintiff:	Bylsma Decl. ¶¶ 53-55
3	The court will not decide the amount of any	
4	enhancement award until the final approval	
5	hearing, at which time evidence regarding any	
6	proposed enhancement award to the named	
7	plaintiff, i.e., any payment to a representative	
8	plaintiff in addition to the plaintiff’s	
9	proportionate share of the settlement,	
10	including an analysis of why the proposed	
11	amount is appropriate, as compared to the	
12	amounts absent class members will receive	
13	from the settlement, must be provided.	
14	Counsel must explain why an enhancement	
15	award is reasonable and what the	
16	representative plaintiff did beyond the	
17	expected service of a representative plaintiff.	
18	In addition, the representative plaintiff shall	
19	state in a declaration filed with the court what	
20	the representative plaintiff specifically did as	
21	services to the class and participation in the	
22	litigation, including the approximate amount	
23	of time spent on the case. General statements	
24	of “countless hours,” “potential stigma,” or	
25	“potential risk” are insufficient. <i>See Munoz v.</i>	
26	<i>BCI Coca-Cola Bottling Co. of Los Angeles</i>	
27	<i>(2010) 186 Cal.App.4th 399, 412; Clark v.</i>	
28	<i>American Residential Services LLC (2009)</i>	
	<i>175 Cal.App.4th 785, 805-07. Specific to</i>	
	<i>PAGA-only settlements, explanations should</i>	
	<i>be provided as to why an enhancement award</i>	
	<i>is appropriate. A declaration from counsel</i>	
	<i>alone is insufficient.</i>	
	Concurrent pending cases:	Bylsma Decl. ¶ 30.
	The declaration(s) filed in support of the	
	motion must inform the court as to whether	
	the parties, after making reasonable inquiry,	
	are aware of any class, representative or other	
	collective action in any other court that asserts	
	claims similar to those asserted in the action	
	being settled. If any such actions are known to	
	exist, the declaration shall also state the name	
	and case number of any such case and the	
	procedural status of that case, and describe the	
	impact of the settlement on that case.	

1	B. CLASS NOTICE ADMINISTRATION	
2	Settlement administrator:	Bylsma Decl. ¶ 34
3	The parties should identify the settlement	Exhibit 1, G.1.
4	administrator, and address how the settlement	
5	administrator's services were obtained and	
6	why the settlement administrator's bid is fair	
7	to the class. Counsel must provide the	
8	settlement administrator's qualifications and	
9	experience, including evidence that the	
10	settlement administrator has procedures in	
11	place to protect the security of class data, and	
12	sufficient insurance in the event of a data	
13	breach or mishandling of the settlement funds.	
14	Anticipated cost of class notice: The	Bylsma Decl. ¶34
15	anticipated costs of class notice, including	Exhibit 6
16	printing, mailing, searches to update the class	
17	list, handling telephone calls from class	
18	members, etc. should be provided.	
19	Class list/undeliverable notices/remailed	Exhibit 1, A.32
20	notices:	
21	The parties should discuss how and when the	
22	settlement administrator will receive the class	
23	list and whether the list will be updated by the	
24	settlement administrator before the initial	
25	mailing. State how notices returned as	
26	undeliverable will be handled, as well as any	
27	remailed notices.	
28	Deadline for initial notice:	Exhibit 1, G.5.
	Identify the deadline for the initial issuance of	
	notice to class members.	
	Notice by publication:	Not applicable
	If publication notice will be given, identify the	
	timing, locations and manner by which notice	
	will be disseminated.	
	Payment processing:	Exhibit 1, L.2-4.
	State how and when payments will be	
	processed.	
	Settlement website:	Exhibit A, 7.
	State whether there will be a settlement	
	website and, if so, provide the URL.	
	Notice of final judgment:	Bylsma Decl., ¶73.
	State how notice of final judgment will be	
	given to the class. Cal. R. Ct. 3.771(b).	
	C. CLASS NOTICE	
	Copy of class notice/notice procedures:	Exhibit A

1	A copy of the proposed written class notice must be provided, and discussion of the	
2	procedures to be used for providing notice to the class. The procedure of notice by first-	
3	class mail followed by resending any returned mail after a skip trace is usually acceptable.	
4	Whatever notice method is selected (e.g., first-	
5	class mail, email, publication, etc.), explain why the chosen method(s) is the best means to	
6	reach the greatest number of class members. The notice should include the deadlines and	
7	procedures regarding objection, opting out, claim forms (if applicable), disputes (if	
8	applicable), and cashing a settlement check. The court prefers no less than a 60-day	
9	exclusion/opt-out/dispute period, and a 180-	
10	day check cashing period; the parties will be required to justify shorter periods. Class	
11	members who receive remailed notice should be given an extension of all relevant deadlines.	
12	Text of class notice:	Exhibit A
13	Whether the parties have agreed on the text of the notice or, if not, which portions are in	
14	dispute and require resolution by the court.	
15	Language of class notice:	Bylsma Decl. ¶ 71
16	Whether the notice should be translated into any language other than English or, if not,	
17	why English-only is appropriate.	
18	Content of class notice:	Bylsma Decl. ¶ 69-71
19	The content of the notice should comply with California Rule of Court 3.766(d). For wage-	Exhibit A
20	and-hour cases, the notice must state the specific amount the class member will receive,	
21	and how that amount was calculated. For PAGA cases, the notice must include a	
22	separate breakdown of PAGA payments, and state that an aggrieved employee may not opt	
23	out of the settlement with respect to any PAGA claims.	
24	In addition, the court understands there can be a trade-off between precise and	
25	comprehensive disclosures and easily understandable disclosures; the court is	
26	generally willing to err on the side of understandable disclosures. By way of	
27	illustration, the parties should either follow, or at least be familiar with, the formatting and	
28		

content of the Federal Judicial Center's "illustrative" Forms of Class Action Notices available on the Federal Judicial Center's website.

The notice should always provide: (1) contact information for class counsel to answer questions; (2) a URL to a website, maintained by the settlement administrator or plaintiff's counsel, that has links to the notice and key case documents; and (3) for persons who wish to review the court's docket for the case, the court's URL.

The notice must adequately inform the class about the claims, the terms of the settlement, the release of claims, anticipated distributions to class members, the amount of fees and costs being requested by counsel and the settlement administrator, the amount of any enhancement award to the class representative(s), the opportunity to object and any requirements to do so, the opportunity to opt out and the procedure to do so, and the date, time and place of the final approval hearing. The class notice should be consistent with the terms of the settlement agreement and should avoid any commentary on the merits of the settlement.

Handling objections/opt-outs/disputes:

The notice should state how objections, opt-outs, and disputes will be addressed. The settlement administrator may make the initial decision regarding claim disputes, but the court may review any decision made by the settlement administrator regarding a claim dispute.

Exhibit A, 6-7

Exclusions and objections:

The court prefers that the notice be accompanied by a form to be completed by a class member seeking to be excluded, and a separate form to be completed by a class member wishing to object.

Exhibit A, 6-7

The notice need only instruct class members who wish to exclude themselves to send a letter to the settlement administrator setting forth their name and a statement that they

1 2 3 4 5 6 7 8 9 10 11 12 13 14	request exclusion from the class and do not wish to participate in the settlement. It should not include or solicit extraneous information not needed to effect an exclusion. The same applies to the contents of the form, if used. Objections should also be sent to the settlement administrator (not filed with the court or served on counsel). Thereafter counsel should file a single packet of all objections with the court. The court is unlikely to approve blanket statements that objections will be waived or not considered if not timely or otherwise compliant. In addition, do not include language stating that class members may only be heard at the final approval hearing if they have complied with objections procedures. Generally, the court will hear from any class members who attend the final approval hearing and ask to speak regarding an objection, irrespective of whether the class member submitted a written objection in advance.	
15 16 17 18 19 20	Claim form: If a claim form is used, a copy of the proposed claim form should be submitted to the court, and the parties should advise the court the procedures for sending, receiving and processing claims. A claim form should not repeat voluminous information from the notice, such as the entire release. The claim form should contain only that which is necessary to elicit the information necessary to administer the settlement.	Not applicable
21	D. PROPOSED ORDERS	
22 23 24 25 26 27 28	Contents and exhibits: A proposed order granting preliminary approval of a class settlement shall include: a. Findings that the settlement is fair, adequate and reasonable, and in the best interests of the class members; b. Approval of any third-party settlement administrator and clear instructions to the settlement administrator;	See Proposed Order, concurrently filed

1 c. The procedures and schedule for
2 objections, exclusions, claims submission
and/or disputes;

3 d. A copy of the settlement agreement
4 attached as an exhibit;

5 e. A copy of the class notice and any
6 other forms (in all necessary languages)
attached as an exhibit; and

7 f. Proposed dates for all future events
8 contemplated therein, including a proposed
date for the final approval hearing.

9
10
11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct. Executed on this 8th day of June 2026 at San Diego, California.
13

14 

15 Esther L. Bylsma
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Rudy Flores v. American Tower Corporation et al.

Orange County Superior Court

Related Case Nos. 30-2022-01240743-CU-OE-CXC and 30-2022-01254733-CU-OE-CXC

This Class Action and PAGA Settlement and Release (“Settlement Agreement”) sets forth the terms and conditions upon which Plaintiff Rudy Flores (“Plaintiff”) and Defendants American Tower Corporation and Real Soft (collectively, “Defendants,” and with Plaintiff, “the Parties”) have agreed to settle the above-referenced actions.

A. DEFINITIONS

1. “Action” or “Flores Lawsuits” means the pending Class Action and PAGA lawsuits brought by Plaintiff Against Defendants, in the Superior Court of the County of Orange, Related Case Nos. 30-2022-01240743-CU-OE-CXC and 30-2022-01254733-CU-OE-CXC.
2. “American Tower” means American Tower Corporation, erroneously sued as American Tower Delaware Corporation and American Tower LLC.
3. “American Tower Corporation’s Counsel” means Adam Y. Siegel, Eric J. Gitig, and Payam Malakouti of Jackson Lewis P.C.
4. “American Tower Employees” means all current and former non-exempt employees employed by American Tower in California.
5. “Class Counsel” means Carolyn H. Cottrell, Esther L. Bylsma, and Sandra Acosta Tello of Schneider Wallace Cottrell Kim LLP.
6. “Class Action Settlement” means the resolution of all claims brought by Plaintiff in the Action, with the exception of Plaintiff’s claims for civil penalties brought under the Private Attorneys General Act (“PAGA”), in the amount of Five Thousand Nine Hundred Dollars and Zero Cents (\$5,900.00) which shall be deducted from the GSA.
7. “Class List” means the lists of full names, last known mailing addresses, Social Security numbers, and dates of employment or number of Pay Periods and Workweeks, as available, for all Class Members and PAGA Recipients.
8. “Class Notice” means the Court Approved Notice of Class Action Settlement to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
9. “Class Member” or “Class Members” means and refers to all of the following collectively: (1) all American Tower Employees during the Class Period; and (2) all Real Soft Employees in California the Class Period.

10. “Class Period” means the period from April 13, 2018, up to and including the date the Court grants preliminary approval of the settlement.
11. “Class Period Workweek Value” means the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.
12. “Class Representative Service Award” means the amount the Court authorizes to be paid to Plaintiff, in recognition of Plaintiff’s efforts and risks in assisting with the prosecution of the Flores Action. The Class Representative Service Award shall be in addition to the Plaintiff’s Individual Settlement Payment as a Settlement Class Member. The Proposed Class Representative Award is \$15,000.00 subject to Court Approval.
13. “Court” means the Orange County Superior Court, where Orange County Superior Court Related Case Nos. 30-2022-01240743-CU-OE-CXC and 30-2022-01254733-CU-OE-CXC are presently venued, and specifically the Hon. Layne H. Melzer, or such other judge as (a) may be assigned to the Action or (b) may sit in his stead.
14. “Defendants” mean each of the following, collectively: American Tower Corporation and Real Soft, Inc.
15. “Defense Counsel” means, collectively, American Tower Corporation’s Counsel and Real Soft, Inc.’s Counsel.
16. “Individual Class Payment” means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of Workweeks worked during the Class Period in relation to other Settlement Class Members.
17. “Individual PAGA Payment” means the portion of the PAGA Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of Pay Periods worked during the PAGA Period in relation to other PAGA Recipients.
18. “LWDA Payment” means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.
19. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount minus (a) the PAGA Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys’ Fees to Class Counsel; (d) the award of Attorneys’ Costs to Class Counsel; (e) the Representative Enhancement Award to Plaintiff; and (f) the Settlement Administration Costs.
20. “PAGA Claim Settlement” means the settlement of Plaintiff’s claims for civil penalties brought under PAGA.
21. “PAGA Employee Settlement Fund” means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the PAGA Employee Settlement Fund.

22. “PAGA Pay Period Value” means the quotient of the PAGA Settlement Fund divided by the Total PAGA Pay Periods.
23. “Pay Period” means any pay period during which a PAGA Recipient worked for Defendants for at least one day, during the PAGA Period, using records where available and reasonable estimates and/or extrapolations where not available.
24. “Plaintiff” means Plaintiff Rudy Flores.
25. “PAGA Period” means, as to Defendants, the period from November 9, 2020, up to and including the date the Court grants preliminary approval of the settlement.
26. “PAGA Settlement Fund” means the amount of Five Thousand Nine Hundred Dollars and Zero Cents (\$5,900.00) which shall be deducted from the GSA and allocated to penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”), and which will be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) to PAGA Recipients.
27. “PAGA Recipient” or “PAGA Recipients” means and refers to all non-exempt who have performed work for American Tower in California during the PAGA Period.
28. “Parties” means Plaintiff and Defendants, collectively.
29. “Real Soft” means Real Soft, Inc. dba Diversity Direct.
30. “Real Soft, Inc.’s Counsel” means Rhonel T. Aquino of Aquino Law.
31. “Real Soft Employees” means all current and former non-exempt employees of Real Soft, Inc. who were placed at American Tower in California or assigned to perform work for American Tower in California.
32. “Response Deadline” means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later.
33. “Settlement Administrator” means Phoenix Class Action Administration Solutions , or such other third-party settlement administrator as may be appointed by the Court for the purposes of administering this Settlement.
34. “Settlement Agreement,” “Settlement,” or “Agreement” means this Settlement of Class Action and PAGA Settlement and Release.
35. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

36. The “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.
37. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement Agreement shall be paid, as set forth herein.
38. “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.
39. “Total PAGA Pay Periods” means the sum of all pay periods worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.
40. “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the payment checks will no longer be valid and negotiable.
41. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period, using records where available and reasonable estimates and/or extrapolations where not available.

B. RECITALS

1. **Class Certification.** The Parties stipulate to class certification of the Class for purpose of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties shall work in good faith to agree on a revised settlement agreement to address the Court’s concerns. If the Parties are unable to reach agreement, or the Court does not grant preliminary or final approval of the revised settlement, the Parties agree that this stipulation regarding class certification will be revoked and the Parties will return to a point of litigation prior to the execution of this Agreement.
2. On January 13, 2022, Plaintiff filed his PAGA Complaint styled, *Rudy Flores v. American Tower Corporation et al.*, Orange County Superior Court Case No. 30-2022-01240743-CU-OE-CXC, seeking civil penalties based on: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenditures; (6) failure to provide employees with timely wages owed upon separation; (7) failure to provide accurate and itemized wage statements; and (8) requiring employees to agree to void or illegal noncompete and arbitration agreements.
3. On April 13, 2022, Plaintiff filed a proposed class action lawsuit styled, *Rudy Flores v. American Tower Corporation et al.*, Orange County Superior Court Case No. 30-2022-01254733-CU-OE-CXC, alleging claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate and itemized wage statements; (6) unlawful conditions of employment in violation of Labor Code sections 432.5, 432.6, 925 and Business &

Professions Code section 16600; (7) failure to reimburse necessary business expenditures; (8) waiting time penalties; and (9) violation of Business & Professions Code section 17200.

4. On or about June 22, 2022, Case Nos. 30-2022-01240743-CU-OE-CXC and 30-2022-01254733-CU-OE-CXC were deemed related.
5. On March 1, 2022 Plaintiff propounded formal discovery on both Defendants.
6. On April 14, 2022 and May 5, 2022, Defendants served responses to Plaintiff's formal discovery.
7. On December 20, 2022 the Parties subsequently agreed to mediate Plaintiff's class and PAGA claims in the Flores actions. The Parties begun to engage in informal and formal discovery to understand the nature of the allegations and potential scope of liability. Defendant provided Plaintiff's counsel with pertinent data for Class Members, as well as relevant documents, so the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. This included timekeeping records, payroll records, relevant policies and forms, and class data points.
8. On March 13, 2023, the Parties participated in a mediation with experienced mediator Hon. Daniel Buckley. After the conclusion of the mediation session, the Parties did not reach an agreement.
9. On September 18, 2023, the Parties attended an Informal Discovery Conference regarding the scope of the Class and PAGA Employees. The Court gave its guidance and advised that a motion to compel may be necessary. Subsequently, Defendants provided formal supplemental responses that provided responses as to the full scope of the class as defined by Plaintiff.
10. From January 2025 to November 2025, the Parties resumed settlement discussions with the assistance of mediator Hon. Buckley. Defendants provided updated class data points at this time.
11. Following subsequent further negotiations, on November 26, 2025, the Parties reached an agreement to settle Plaintiff's claims in a class-wide basis.
12. In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Plaintiff individually on behalf of himself and on behalf of the Class Members, the PAGA Recipients, and the LWDA's interests, on the one hand, and Defendants, on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.
13. This Settlement Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Plaintiff, the Class Members, the PAGA Recipients, and the LWDA. This agreement is a compromise of disputed claims.

14. The Class Representative is represented by Class Counsel. Class Counsel conducted an investigation into the facts relevant to the Flores Action, including reviewing documents and information provided by Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class in light of all known facts and circumstances, including risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendants deny all liability, Defendants are agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

C. RELEASES

1. “Released Parties” means American Tower Corporation, Real Soft, Inc., and their respective present and former parents, owners, subsidiaries, customers, and any affiliated or related persons or entities and each of their respective directors, employees, partners, owners, shareholders, officers, and attorneys and agents and any other successors, legal assigns or representatives, past and present, and each of them acting in concert with the foregoing.
2. “Released Class Claims” means all claims that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint, and that arose during the Class Period, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate and itemized wage statements; (6) unlawful conditions of employment in violation of Labor Code sections 432.5, 432.6, 925 and Business & Professions Code section 16600; (7) failure to reimburse necessary business expenditures; (8) waiting time penalties; and (9) violation of Business & Professions Code section 17200, including, but not limited to, claims for injunctive relief, liquidated damages, interest, fees, and costs.
3. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
4. “Released PAGA Claims” means the PAGA claims alleged in the Complaint and in the relevant LWDA notice letter, or that reasonably could have been based on the facts stated in the relevant LWDA notice letter, and that arose during the PAGA Period, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenditures; (6) failure to provide employees with timely wages owed upon separation; (7) failure to provide accurate and itemized wage statements; and (8) requiring employees to agree to void or illegal noncompete and arbitration agreements.

5. Release by Settlement Class Members. Upon Defendants' funding of the GSA, Plaintiff and all Settlement Class Members, for themselves and their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims during the Class Period.
6. Release by PAGA Recipients. Upon Defendants' funding of the GSA, Plaintiff, on behalf of himself, the State of California, and all PAGA Recipients, for themselves and their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims during the PAGA Period.
7. General Release by Plaintiff and Waiver of Rights Under Civil Code Section 1542. In addition to the Released Class Claims and Release PAGA Claims discussed above, upon Defendants' funding of the GSA, Plaintiff, for and on behalf of himself and his agents, heirs, executors, administrators and assigns ("Releasing Parties") hereby waive, release and forever discharge the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys' fees and costs) of any nature whatsoever, that occurred in connection with Plaintiff's employment with Defendants, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of this Settlement Agreement ("Individually Released Claims"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside of his employment with Defendants. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

This waiver is not a mere recital but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

D. MONETARY TERMS

1. “Class Counsel’s Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Twenty-Five Thousand Dollars and Zero Cents (**\$25,000.00**). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Costs will be funded by the GSA and shall be for all Attorneys’ Costs and attorneys’ expenses, present and future, incurred in the Action by all attorneys working on behalf of Plaintiff, the Settlement Class Members, the Class Members, and/or the PAGA Recipients.
2. “Class Counsel ’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed thirty-five percent (35%) of the GSA, which is currently estimated to be One Hundred Three Thousand Two Hundred Fifty Dollars and Zero Cents (**\$103,250.00**). This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA and shall be for all attorneys’ fees, present or future, incurred in the Action by all attorneys working on behalf of Plaintiff, the Settlement Class Members, the Class Members, and/or the PAGA Recipients. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorneys’ Fees and Attorneys’ Costs amongst Class Counsel, before payments for Attorneys’ Fees and Attorneys’ Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendants’ payment of the Attorneys’ Fees and Attorneys’ Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, or attorney’s fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney’s fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or any Settlement Class Member or PAGA Recipient.
3. “Gross Settlement Amount” or “GSA” means the amount of non-revisionary Two Hundred Ninety-Five Thousand Dollars and Zero Cents (**\$295,000.00**) that Defendants will pay if the Court approves this Settlement Agreement and the Effective Date occurs. The GSA will fund: (a) the Net Class Action Settlement Amount of Two Hundred Ninety-Five Thousand Dollars and Zero Cents (**\$295,000.00**), (b) the PAGA Settlement Fund; (c) the award of Attorneys’ Fees; (d) the award of Attorneys’ Costs; (e) the Representative Enhancement Award; and (f) the Settlement Administration Costs. The employer’s share of payroll taxes

will be paid by Defendants separately from and in addition to the Gross Settlement Amount.

4. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which are currently estimated as not exceeding Two Thousand Seven Hundred Fifty (**\$2,750.00**).
5. The Net Settlement Fund will be determined by the Settlement Administrator by subtracting the Court-approved class Counsel Award, Class Representative Award, PAGA Payment and Settlement Administrator Costs from the Gross Settlement Fund. The anticipated Net Settlement Fund is \$143,100.00. The Parties Estimate the amount of the Net Settlement Fund as follows:

Gross Settlement Fund:	\$295,000.00
Class Representative Award:	\$15,000.00
Class Counsel Fees:	\$103,250.00
Class Counsel Costs:	\$25,000.00
PAGA Payment:	\$5,900.00
Settlement Administrator Costs:	\$2,750.00
Anticipated Net Settlement Fund:	\$143,100.00

E. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

1. Defendants will deposit the GSA into the Settlement Fund Account no later than the Funding Date.
2. "Effective Date" means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement Agreement, (ii) the Court has entered Final Judgment and (iii) the Court's order granting final approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, "becomes final and is no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court

does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

3. “Funding Date” means the date that is fourteen (14) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

F. PRELIMINARY APPROVAL

The Parties will work cooperatively to secure a prompt and final resolution of the Action consistent with the terms of this Agreement.

1. Within thirty (30) calendar days after the execution of this Settlement Agreement, Plaintiff will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order. The proposed Order granting preliminary approval of the Settlement is to be mutually agreed upon by the Parties prior to Plaintiff filing the proposed Order with the Court. Plaintiff will also provide Defendants with the opportunity to review and comment upon drafts of the memorandum of points and authorities at least five (5) calendar days prior to filing the Motion for Preliminary Approval with the Court. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Preliminary Approval prior to Plaintiff filing the Motion with the Court. Defendants will not oppose Plaintiff’s Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.
2. Notice to the LWDA. Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Plaintiff’s Preliminary Approval Motion confirming that Class Counsel has submitted the Settlement Agreement to the LWDA. A copy of the Court’s judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

G. NOTIFICATION AND ADMINISTRATION PROCESS

1. Settlement Administrator. Upon entry by the Court of an order granting preliminary approval of the Settlement Agreement, the Parties will retain Phoenix Class Action Administration Solutions (“Phoenix”) as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA

Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorneys' Fees and Attorneys' Costs to Class Counsel; disbursing the Representative Enhancement Award to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Settlement Class Members and PAGA Recipients, Plaintiff, and Class Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

2. **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
3. **Class List.** Within twenty-eight (28) calendar days of Defense Counsel's receipt of the Court's order granting preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with Class Lists for their respective employees, each of which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.
4. **Change of Address Search.** Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.
5. **Mailing of Class Notice.** Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fourteen (14) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Plaintiff's class action, among other things.

6. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. If a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and promptly re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice once. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.
7. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of Plaintiff, Class Counsel, Defendants, Defense Counsel, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

H. PROCEDURE FOR CHALLENGING WORKWEEKS

1. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement, along with any supporting documents or other supporting evidence to the Settlement Administrator, postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No challenge will be timely if postmarked after the Response Deadline.
2. Defendants' records will be presumed determinative, absent reliable evidence to rebut the Defendant's records. The Settlement Administrator must provide redacted copies (with personal/identifying information redacted) of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. The Settlement 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 Defense Counsel and Class Counsel of its determination of any challenges.

I. OPT-OUT PROCEDURE

1. Class Members may exclude themselves from and opt out of the settlement of Plaintiff's class action claims by submitting a written request to be excluded from the class action settlement

(“Request for Exclusion”) to the Settlement Administrator, postmarked no later than the Response Deadline. The Request for Exclusion must contain: (1) the person’s full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the name of this Action. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from the class action Settlement as provided in this Paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the Released Class Claims contained in this Settlement Agreement, but will remain a PAGA Recipient and bound by the Released PAGA Claims contained in this Settlement Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

2. **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 provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
3. **Administrator’s Declaration.** Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
4. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Within ten (10) days after the Administrator disburses all funds in 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 (or similar unique identification) of all payments made under this Agreement. At least 15 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.
5. If ten percent (10%) or more of the Class Members timely submit a Request for Exclusion

and/or if the combined Workweeks worked by Class Members who timely exclude themselves amounts to more than ten percent (10%) of the Total Class Period Workweeks, all Defendants shall have the right at their sole discretion to terminate the Settlement. If any Defendant elects to exercise its rights under this paragraph, that Defendants shall be liable solely for administrative costs of the Settlement Administrator selected by the parties. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) calendar days after the end of the Response Deadline

J. OBJECTION PROCEDURE

1. Except as set forth above, any Class Member who has not opted-out may object to the class action Settlement, or any portion thereof, by mailing a written objection, and supporting papers, if any, to the Settlement Administrator at the address that is set forth in the Class Notice. To be timely, all objections must be postmarked no later than the Response Deadline. A Class Member may appear at the Fairness Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Members may not object to the PAGA settlement contained in this Settlement Agreement. Class Counsel and Defense Counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.
2. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the Settlement.

K. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

1. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will move the Court for an Order granting final approval of the Settlement and will be responsible for drafting such documents necessary to support the motion. The proposed Order granting final approval of the Settlement is to be mutually agreed upon by the Parties prior to Plaintiff filing the proposed Order with the Court. Plaintiff will also provide Defendants with the opportunity to review and comment upon drafts of the memorandum of points and authorities at least five (5) calendar days prior to filing the Motion for Final Approval with the Court. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval prior to Plaintiff filing the Motion with the Court. Defendants will not oppose Plaintiff's Motion for Final Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

L. DISBURSEMENT OF GROSS SETTLEMENT AMOUNT

1. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall make all Court-approved payments from the Settlement Fund Account required by the Settlement, including payment of the: Attorneys' Fees and Attorneys' Costs to Class Counsel; Representative Enhancement Award to Plaintiff; LWDA Payment to the LWDA; Individual PAGA Payments to PAGA Recipients; Individual Class Payments to Settlement Class Members; and Settlement Administration Costs to the Settlement Administrator.
2. Issuance of Individual Class and PAGA Payments. The Settlement Administrator shall mail the Individual Class Payments and Individual PAGA Payments to the Settlement Class Members'/PAGA Recipient's last known mailing address. Any Individual Class or PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member/PAGA Recipient involved, and will then perform a single re-mailing. Any Individual Class or PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members/PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.
3. Calculation of Individual Class Payments.
 - a. All Settlement Class Members will receive an Individual Class Payment for at least one (1) Workweek. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of Workweeks each Settlement Class Member worked during the Class Period.
 - b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Fund is determined based on the amounts approved by the Court for the Attorneys' Fees, Attorneys' Costs, the Representative Enhancement Award, and Settlement Administration Costs.
 - c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.
 - d. The Class Period Workweek Value will be the quotient of the Net Settlement Fund divided by the Total Class Period Workweeks.

e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value and the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

4. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment for at least one (1) Pay Period. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of Pay Periods each PAGA Recipient worked during the PAGA Period.

c. To establish the PAGA Pay Period Value, the Settlement Administrator will first determine the Total PAGA Pay Periods for all PAGA Recipients from the Class List.

d. The PAGA Pay Period Value will be the quotient of the PAGA Settlement Fund divided by the Total PAGA Pay Periods.

e. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Pay Period Value and the PAGA Recipient's total number of pay periods worked as a non-exempt hourly employee in California during the PAGA Period.

M. TAX PROVISIONS

1. Tax Treatment of Individual Class Payments. Individual Class Payments issued to employees of American Tower and Real Soft will be treated as follows: twenty percent (20%) as wages to be reported on an IRS Form W-2, and eighty percent (80%) as interest and penalties to be reported on an IRS Form 1099.
2. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to penalties for which an IRS Form 1099 will issue, if required by law.
3. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.
4. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.
5. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the

“Acknowledging Party” and each party to this agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Plaintiff, and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Plaintiff, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

6. Taxes or Penalties Assessed. Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

N. **UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS**

1. Handling of Unclaimed Individual Class Payment and Individual PAGA Payments. No portion of the GSA shall revert to Defendants. If an individual settlement payment check remains uncashed 180 days after its issuance, that check shall be voided and the Settlement Administrator shall, within fourteen (14) calendar days after the Void Date, pay the amount represented by the voided check to the State Controller Office’s Unclaimed Property Fund. In such event, the Settlement Class Member or PAGA Recipient shall nevertheless remain bound by the settlement.
2. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

O. WORKWEEKS ESTIMATE AND ESCALATOR PROVISION

1. It was estimated that, through November 26, 2025, there were 8,328 Workweeks during the Class Period. If, at the end of the Class Period, the Total Class Period Workweeks exceeds this figure by 10% (i.e., if there are 9,161 or more Total Class Period Workweeks), Defendants, at their sole discretion, shall elect to either (i) increase the GSA on a proportional basis for those Workweeks worked in excess of 10% of the 8,328 estimate (i.e., if there is a 12% increase in the Total Class Period Workweeks, Defendants shall increase the GSA by 2%); or (ii) cut off the Class Period as of the date the Total Class Period Workweeks does not exceed 10% of the 8,328 estimate (i.e., cut off the Class Period to the date when the Total Class Period Workweeks are less than 9,161).

P. MISCELLANEOUS PROVISION

1. No Effect on Employee Benefits. Amounts paid to Plaintiff, Settlement Class Members and PAGA Recipients pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.
2. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.
3. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.
4. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.
5. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.
6. Authorization to Enter into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they

are authorized to sign this Settlement Agreement on behalf of Defendants. Plaintiff represents and warrant that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement Agreement to a third party.

7. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.
8. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
9. California Law Governs. All terms of this Settlement Agreement and any attached Exhibits hereto will be governed by and interpreted according to the laws of the State of California.
10. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.
11. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. Plaintiff and Class Counsel believe this Agreement is a fair, adequate and reasonable settlement of the Action. The Parties have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.
12. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.
13. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.
14. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.
15. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any

document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

16. Publicity. Plaintiff and Class Counsel will not make any public disclosures of any kind regarding the Settlement prior to the filing of the Motion for Preliminary Approval, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets, except public postings or filings necessary for getting approval of the Settlement from the court including submission of the Settlement and other relevant documents to LWDA prior to preliminary approval motion filing or in response to a court order or subpoena or in response to an inquiry or subpoena issued by a state or federal government agency. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement. Following preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate any communications with the media or third parties regarding the Settlement. If contacted by the media or third parties will only discuss information publicly available. Class Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes either before or after preliminary approval of the Settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience or for purposes of getting approval of this Settlement from this court; for public postings or filings necessary for getting approval of the Settlement from the court including submission of the Settlement and other relevant documents to LWDA prior to Settlement approval motion filing; in response to a court order or subpoena or in response to an inquiry or subpoena issued by a state or federal government agency; to the Parties' attorneys, accountants, or spouses, to the extent necessary to report income to appropriate taxing authorities or from providing publicly available information regarding this Settlement in communication with Class Members.
17. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

18. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

Dated: 03 / 26 / 2026

PLAINTIFF RUDY FLORES

By *Rudy Flores*
Rudy Flores

Dated: _____

**DEFENDANT AMERICAN TOWER
CORPORATION**

By _____
Name:
Title:

Dated: _____

DEFENDANT REAL SOFT, INC.

By _____
Name:
Title:

judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

It is hereby agreed.

Dated: _____

PLAINTIFF RUDY FLORES

By _____
Rudy Flores

Dated: April 7, 2026

DEFENDANT AMERICAN TOWER CORPORATION

By  _____
Name: Andrew D. Galvin
Title: Senior Counsel

Dated: 04/07/2026

DEFENDANT REAL SOFT, INC.

By  _____
Name: Pratap Koganti
Title: President

AGREED TO FORM ONLY:

Dated: March 27, 2026

**SCHNEIDER WALLACE COTTRELL
KIM LLP**



Carolyn H. Cottrell, Esq.
Esther L. Bylsma, Esq.
Sandra Acosta Tello, Esq.
Attorneys for Plaintiff Rudy Flores

Dated: _____

JACKSON LEWIS P.C.

Adam Y. Siegel, Esq.
Eric J. Gitig, Esq.
Payam Malakouti, Esq.
Attorneys for Defendant American Tower
Corporation

Dated: _____

AQUINO LAW

Rhonel T. Aquino, Esq.
Attorneys for Defendant Real Soft, Inc.

AGREED TO FORM ONLY:

Dated: _____

**SCHNEIDER WALLACE COTTRELL
KIM LLP**

Carolyn H. Cottrell, Esq.
Esther L. Bylsma, Esq.
Sandra Acosta Tello, Esq.
Attorneys for Plaintiff Rudy Flores

Dated: April 28, 2026

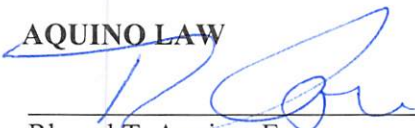
JACKSON LEWIS P.C.



Adam Y. Siegel, Esq.
Eric J. Gitig, Esq.
Payam Malakouti, Esq.
Attorneys for Defendant American Tower
Corporation

Dated: April 7, 2026

AQUINO LAW



Rhone T. Aquino, Esq.
Attorneys for Defendant Real Soft, Inc.

EXHIBIT A

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

Rudy Flores v. American Tower Corporation et. al.

Orange County Superior Court

Case Nos. 30-2022-01240743-CU-OE-CXC and 30-2022-01254733-CU-OE-CXC

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.

You may be eligible to receive money from an employee class action and private attorney general lawsuit (the “Action”) against American Tower Corporation and Real Soft, Inc. (together “Defendants”) for alleged wage and hour violations. The Action was filed by Rudy Flores (“Plaintiff”), a former employee of Real Soft, Inc. who was deployed to perform services for American Tower Corporation, and seeks payment of (1) back wages and other relief for a class of individuals who worked as non-exempt employees in California for Defendants during the Class Period (between April 13, 2018 and the date of Preliminary Approval); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendants in California during the PAGA Period (between November 9, 2020 and the date of Preliminary Approval) (“PAGA Recipients”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendants’ records showing that **you worked _____ Workweeks** during the Class Period and _____ Pay Periods during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or more Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already given preliminarily approval of the proposed Settlement and has approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 issue final approval of the Settlement and how much of the Settlement will be paid to the Class Members, such as yourself, the PAGA Recipients, Plaintiff, Plaintiff’s attorneys (“Class Counsel”), the State of California Labor & Workforce Development Agency, and the Administrator.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert certain Class Period wage claims (the "Released Class Claims"; defined in Section 3(i) below) and certain PAGA Period penalty claims (the "Released PAGA Claims"; defined in Section 3(j) below) against Defendants.
- (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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment. In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims). Further, you will also give up your right to assert the civil penalty claims against Defendants that are covered by this Settlement (Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Recipients and the PAGA Recipients must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by _____	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 are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing on _____	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by _____.	The amount of your Individual Class Payment and Individual PAGA Payment depend on the number of Class Period workweeks and number of PAGA Period Pay Periods you worked during the Class Period/PAGA Period. The number of Class Period workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff was a former employee of Real Soft, Inc. who was deployed to American Tower Corporation to perform services as a hourly non-exempt worker during the Class Period and seeks to represent all Class Members in this Action. The Action alleges Defendants violated California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination; failing to provide meal periods, rest breaks and accurate itemized wage statements; failing to reimburse business expenses; and engaging in unfair business practices. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Carolyn H. Cottrell, Esther L. Bylsma, and Sandra Acosta Tello of Schneider Wallace Cottrell Kim LLP (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws. Defendants also deny that this Action is appropriate for class or representative treatment.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits.

In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, Hon. Daniel Buckley, in an effort to resolve the Action, by negotiating an end to the case by agreement (settle the case) rather than continuing the risky, expensive, and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s review and Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Recipients. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants Will Pay \$295,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to pay the Gross Settlement, which will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, the Judgment entered by the Court will become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - (a) Up to \$103,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and the actual costs of their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - (b) Up to a \$15,000.00 Class Representative Service Payment for Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff

will receive from the Gross Settlement Amount other than Plaintiff's Individual Class Payments and any Individual PAGA Payments.

- (c) Up to \$ [REDACTED] for costs incurred by the Administrator for services to administer the Settlement.
- (d) Up to \$5,900.00 for alleged PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$4,425.00) and 25% in Individual PAGA Payments to the PAGA Recipients (\$1,475.00) based on their PAGA Period Pay Periods and in accordance with applicable law.

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

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the calculations described in Section 4.A. The longer you worked for Defendants during the Class Period, the greater share of the Net Settlement proceeds to which you are entitled.
- D. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes, if any on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of your proposed Payments.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money. (https://www.sco.ca.gov/search_upd.html)

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

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against Defendants.

- G. 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. Should any of these events occur, Plaintiff and Defendants have agreed that the Settlement will be void, the Gross Settlement will be released and returned to Defendants (Defendants will not pay any money), and Class Members will not release any claims against Defendants.
- H. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Members' challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- I. Participating Class Members' Release. After the Judgment is final, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for the Released Class Claims.

The Participating Class Members will be bound by the following release:

All Participating Class Members, including, but not limited to Plaintiff, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all all claims that were alleged in the Complaint, or that reasonably could have been alleged based

upon the facts stated in the Complaint, and that arose during the Class Period, including: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate and itemized wage statements; (6) unlawful conditions of employment in violation of Labor Code sections 432.5, 432.6, 925 and Business & Professions Code section 16600; (7) failure to reimburse necessary business expenditures; (8) waiting time penalties; and (9) violation of Business & Professions Code section 17200, including, but not limited to, claims for injunctive relief, liquidated damages, interest, fees, and costs (“Released Class Claims.”)

- J. PAGA Recipients’ PAGA Release. After the Court’s judgment is final, all PAGA Recipients will be barred from asserting the PAGA claims against Defendants in the Complaint whether or not they exclude themselves from the Settlement. This means that all PAGA Recipients, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the Released PAGA Claims.

The PAGA Recipients’ Release for Participating and Non-Participating Class Members are as follows:

Plaintiff, on behalf of the LWDA, to the extent permitted by law, are deemed to release the Released Parties from all claims for PAGA penalties that PAGA claims alleged in the Complaint and in the relevant LWDA notice letter, or that reasonably could have been based on the facts stated in the relevant LWDA notice letter, and that arose during the PAGA Period, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse necessary business expenditures; (6) failure to provide employees with timely wages owed upon separation; (7) failure to provide accurate and itemized wage statements; and (8) requiring employees to agree to void or illegal noncompete and arbitration agreements. (“Released PAGA Claims.”)

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate each individual class payment proportionately based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.
- B. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by proportionately based on the number of workweeks worked during the PAGA Period in relation to other PAGA Recipients.

- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants's calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. The Settlement 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 Defense Counsel and Class Counsel of its determination of any challenges.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt-out) including those who also qualify as PAGA Recipients. The single check will combine the Individual Class Payment and, where applicable, the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member).

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

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as [REDACTED] and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. You must send your request to be

excluded to the Administrator by _____ or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. Before the Final Approval Hearing, Class Counsel and/or Plaintiff will file with the Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website <https://civilwebshopping.occourts.org/Login.do>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts and/or law that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of your employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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 and/or law that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing, at your own expense, on _____ at _____ in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the Judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.occourts.org/civil-remote-hearings>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website as _____ beforehand or contact Class Counsel to verify the

date and time of the Final Approval Hearing. The Final Approval Hearing may be continued by the Court without further notice to you.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Login.do>) and entering the Case Number for the Action, Case No. 30-2022-01240743-CU-OE-CXC. You can also make an appointment to personally review court documents in the Clerk's Office at the Orange County Superior Court by calling (657) 622-8451.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello
SCHNEIDER WALLACE COTTRELL KIM LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Settlement Administrator:

Phoenix Settlement Administrators Email Address: XXXXX
Mailing Address: XXXXX Telephone: XXXXX
Fax Number: XXXXXX

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund XXXXXX for instructions on how to retrieve the funds. (https://www.sco.ca.gov/search_upd.html)

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2



November 5, 2021

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee: Rudy Flores

Employer: Real Soft, Inc. d/b/a Diversity Direct, American Tower Delaware Corporation and Other Related Entities

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Mr. Flores notifies the California Labor & Workforce Development Agency (“LWDA”) that he intends to seek civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of California Labor Code §§ 204, 256 & 225.5 (failure to compensate for all hours worked), §§ 558, 1182.12, 1194, 1197, 1197.1 & 1198 (failure to pay minimum wage), § 510 (failure to pay overtime wages); § 2802 (failure to reimburse business expenditures), §§ 226, 226.3 & 226.6 (failure to provide timely and accurate itemized wage statements), §§ 201-203 (waiting time penalties), § 432.5 (requiring employees to agree in writing to terms the employer knows are illegal), § 432.6 (prohibiting coercive contracts), California Business and Professions Code § 16600 (requiring void noncompetition agreements), § 17200, et seq. (engaging in unfair business practices), and IWC Wage Order 4-2001 on behalf of himself and other aggrieved employees of Real Soft, Inc. d/b/a Diversity Direct (“Diversity Direct”), American Tower Delaware Corporation (“American Tower”), and any unknown related entities involved in the violations alleged (collectively “Defendants”).

Mr. Flores and other aggrieved employees are all current and former similarly situated, hourly, non-exempt employees of Diversity Direct and American Tower, including but not limited to project coordinators, associate project managers, project managers, field technicians, and other employees with similar job duties (“Aggrieved Employees”).

Background of Defendants:

American Tower owns, operates, and develops wireless and broadcast communications infrastructure across the United States and overseas. American Tower owns approximately 25,000 towers nationwide and 135,000 in overseas. Additionally, American Tower offers tower-related services such as site acquisition and structural analysis to



determine support for additional equipment, and zoning and permitting management services. American Tower is a Delaware corporation headquartered in Boston, Massachusetts. American Tower generates approximately \$8 billion dollars in sales per year. American Tower has over 700 employees across twelve facilities in the State of California. American Tower conducts extensive activities throughout the State of California.

Diversity Direct is a staffing agency operating in the computer systems design industry. Diversity Direct recruited Aggrieved Employees, including Mr. Flores, and placed them with American Tower. Diversity Direct has approximately 550 total employees across all of its locations and generates approximately \$47.25 million in sales per year. Diversity Direct is a New Jersey corporation headquartered in Monmouth Junction, New Jersey. Diversity Direct employs hundreds of workers and conducts extensive activities in the State of California.

Defendants jointly exercise control over Mr. Flores and Aggrieved Employees with respect to their employment. Defendants employ Mr. Flores and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Mr. Flores and Aggrieved Employees.

Background of Plaintiff:

Mr. Flores is a former employee of Defendants. Mr Flores worked for Defendants as a Project Manager of Site Development at American Tower's facility located in Irvine, California from June 7, 2021, until September 9, 2021. Mr. Flores was compensated at an hourly rate of \$50.00. While Mr. Flores' shift varied in length, Mr. Flores worked at least ten hours per day, five shifts per week (Mondays through Fridays). Additionally, Mr. Flores typically worked shifts of approximately five hours on Saturdays and Sundays. Mr. Flores worked approximately sixty hours or more per week.

Failure to Compensate All Hours Worked and to Pay Minimum Wages and Overtime Wages:

Defendants have denied and continue to deny Mr. Flores and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime. Mr. Flores and Aggrieved Employees were/are regularly required to perform work while off-the-clock. For instance, Mr. Flores worked approximately sixty hours per week to complete his work duties but was instructed to record only forty hours per week. When Mr. Flores recorded and submitted his actual hours worked, *i.e.*, approximately sixty, his supervisor would reject his timesheet. Defendants told Mr. Flores that it "was not in the budget" to pay Mr. Flores and Aggrieved Employees for hours worked over forty hours per week, or pay overtime premiums. Mr. Flores' time spent working over forty hours per week, *i.e.*, off-the-clock, went unrecorded and uncompensated even though it should have been compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendants, across California, institute a similar policy of not compensating employees for time worked over forty hours per week that results in hundreds of Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.



Failure to Reimburse Business Expenses:

Defendants also have denied and continue to deny Mr. Flores and Aggrieved Employees proper reimbursement for business expenditures. Mr. Flores and Aggrieved Employees worked/work remotely from home and were/are required to pay out of pocket for their internet plans and office supplies including, but not limited to, computer monitors necessary to the performance of their duties. However, Defendants did not reimburse Mr. Flores and Aggrieved Employees for such expenses, even though they should have been fully reimbursed under California law. Defendants' failure to properly reimburse Mr. Flores and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Labor Code § 2802. Upon information and belief, Defendants institute the same or substantially similar policy of not reimbursing their employees for business expenses throughout California that results in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendants.

Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Mr. Flores and Aggrieved Employees performed a substantial amount of work which went unrecorded and uncompensated and were not reimbursed for necessarily incurred business expenditures. Therefore, Mr. Flores and Aggrieved Employees did not receive accurate, itemized wage statements.

Failure to Timely Pay All Wages Owed During Employment and Following Separation from Employment:

As a consequence of Defendants' failure to pay for all hours worked, including minimum wage and overtime premiums, and failure to reimburse business expenditures, Mr. Flores and Aggrieved Employees did not receive all wages owed during employment and upon separation from employment.

Requiring Employees to Agree in Writing to Noncompetition Agreements Defendants Know are Void/Illegal:

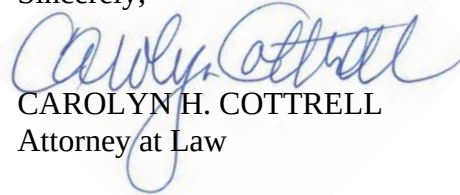
Defendants required Mr. Flores and Aggrieved Employees, upon hire, to enter into a Non-Compete Agreement as an express condition of employment. Knowing that it is prohibited by law, in their "Offer of Employment," Defendants required Mr. Flores and Aggrieved Employees to agree in writing, as a condition of their employment, not to contract with any of Defendants' clients for the period of active service, regardless of the capacity, and until two years following the termination of their relationship with Defendants. Defendants' non-compete policy gives rise to violations of Labor Code § 432.5, § 432.6, and Business and Professions Code §§ 16600 & 17200, *et seq.* Upon information and belief, Defendants, across California, institute similar practices of requiring employees to enter unlawful noncompete agreements which results in hundreds of Aggrieved Employees being restrained in seeking further employment.



Attn: PAGA Administrator
Labor and Workforce Development Agency
November 5, 2021
Page 4 of 4

Mr. Flores is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Mr. Flores and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,



CAROLYN H. COTTRELL
Attorney at Law

CC via certified mail:

American Tower Delaware Corporation
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203
*Registered Agent for American Tower
Delaware Corporation*

Real Soft, Inc. d/b/a Diversity Direct
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203
*Registered Agent for Real Soft, Inc. d/b/a
Diversity Direct*

USPS TRACKING#

SANTA CLARITA CA 913



15 NOV 2021 PM 3 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7141 1251 6374 82

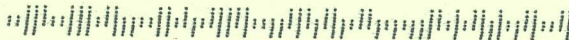
United States
Postal Service



• Sender: Please print your name, address, and ZIP+4® in this box•

SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street Suite 1400
Emeryville, CA 94608

PNC - Rudy Flores PAGA Letter



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

American Tower Delaware Corporation
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203



9590 9402 7141 1251 6374 82

2. Article Number (Transfer from service label)

7021 1970 0001 0557 6539

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐
- Agent
-
- ☐
- Addressee

B. Received by (Printed Name)

NOV 15 2021

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Delivery Service

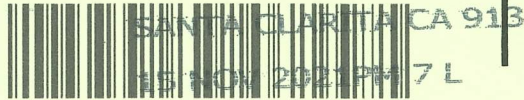
3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



SANTA CLARITA CA 913

15 NOV 2021 PM 7 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6360 0296 6432 94

United States
Postal Service



• Sender: Please print your name, address, and ZIP+4® in this box •

SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street Suite 1400
Emeryville, CA 94608

PNC - Rudy Flores PAGA Letter

9-178140



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Real Soft, Inc. d/b/a Diversity Direct
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203



9590 9402 6360 0296 6432 94

2. Article Number (Transfer from service label)

7021 1970 0001 0557 6522

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No**Delivery Service**

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

☐ Insured Mail
☐ Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

Silvia G. Carter

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, November 5, 2021 3:26 PM
To: Silvia G. Carter
Subject: Thank you for submission of your PAGA Case.

11/5/2021

LWDA Case No. LWDA-CM-851387-21

Law Firm : Schneider Wallace Cottrell Konecky LLP Plaintiff Name : Rudy Flores

Employer: American Tower Delaware Corporation Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/9NYWCVOWnviwpqmfGsxr1>

EXHIBIT 3

Carolyn H. Cottrell (SBN 166977)
Esther L. Bylsma (SBN 264208)
Brian G. Lee (SBN 300990)
Frank A. Perez (SBN 305832)
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel: (415) 421-7100
Fax: (415) 421-7105
ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com
blee@schneiderwallace.com
fperez@schneiderwallace.com

Assigned for all Purposes

Judge James J. Di Cesare

C-16

Attorneys for Plaintiff, on Behalf of the State of
CaliforniaState of California and Aggrieved
Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

RUDY FLORES, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

v.

REAL SOFT, INC. d/b/a DIVERSITY
DIRECT, a New Jersey corporation;
AMERICAN TOWER DELAWARE
CORPORATION, a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 30-2022-01240743-CU-OE-CXC

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and
(f) OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY

1 Plaintiff Rudy Flores (“Plaintiff” or “Flores”), by his attorneys, allege upon information and
2 belief, except for his own acts, which are alleged on knowledge, as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action on behalf of the state of California against Defendants Real Soft, Inc. *d/b/a* Diversity Direct
6 (“Real Soft”) and American Tower Delaware Corporation (“American Tower”) (collectively,
7 “Defendants”).

8 2. Real Soft is a software solutions company that offers project development, application
9 management and support services. Diversity Direct is one of the practice groups of Real Soft. Real Soft
10 places employees like Plaintiff with companies like American Tower. American Tower is a subsidiary
11 of American Tower Corporation (“Parent”), a company that owns, operates, and develops wireless and
12 broadcast communications infrastructure across the U.S. and overseas. Plaintiff worked for Defendants
13 as a project manager associated with American Tower’s facility in Irvine, California.

14 3. Real Soft and American Tower have maintained and continue to maintain unlawful
15 policies and practices of failing to properly compensate their current and former non-exempt hourly
16 employees, including but not limited to project coordinators, associate project managers project
17 managers, field technicians, and other employees with similar job duties as Plaintiff (“Aggrieved
18 Employees”). Throughout the relevant time period, Defendants:

- 19 (a) failed to timely pay Plaintiff and Aggrieved Employees for all hours worked;
- 20 (b) failed to pay Plaintiff and Aggrieved Employees minimum wages;
- 21 (c) failed to pay Plaintiff and Aggrieved Employees overtime wages;
- 22 (d) failed to reimburse Plaintiff and Aggrieved Employees for necessary business
23 expenditures;
- 24 (e) failed to timely pay Plaintiff and Aggrieved Employees full wages owed upon
25 termination or resignation;
- 26 (f) failed to provide Plaintiff and Aggrieved Employees accurate, itemized wage
27 statements; and
- 28 (g) required Plaintiff and Aggrieved Employees to agree in writing to noncompete

1 and arbitration agreements that Defendants knew are void or illegal.

2 4. On behalf of the state of California, Plaintiff seeks to recover civil penalties for these
3 violations pursuant to Sections 2699(a) and (f) of PAGA.

4 **JURISDICTION AND VENUE**

5 5. Venue is proper in this County pursuant to Code of Civil Procedure §§ 395(a) and/or
6 395.5. Defendants conduct business, have jobsites, and employ Aggrieved Employees in this County,
7 and as a result, the causes of action asserted arose in whole or in part in this County.

8 6. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
9 The Court also has jurisdiction over Defendants because each are companies and/or corporations
10 authorized to do business in the state of California, and because Defendants in fact do business and
11 employ workers in the state of California.

12 **PARTIES**

13 7. Plaintiff Flores is an individual over the age of eighteen, and at all times relevant to this
14 Complaint was a resident of the state of California.

15 8. Defendant Real Soft is a New Jersey corporation, licensed and doing business in the state
16 of California.¹ Real Soft may be served with process by serving its registered agent, CT Corporation,
17 330 N Brand Blvd., Suite 700, Glendale, CA 91203.

18 9. Defendant American Tower is a Delaware corporation, licensed and doing business in
19 the state of California. American Tower is headquartered in Boston, Massachusetts. American Tower
20 has an office located at 19100 Von Karman, Suite 450, Irvine, CA 92612. American Tower may be
21 served with process by serving its registered agent, CT Corporation, 330 N Brand Blvd., Suite 700,
22 Glendale, CA 91203.

23 **FACTUAL ALLEGATIONS**

24 10. Real Soft is a software solutions company that offers project development, application
25 management and support services. Real Soft also does business as Diversity Direct, one of its practice
26 groups. Real Soft has approximately 550 employees across all of its locations, including hundreds of

27
28 ¹ <https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=02066694-31822260>

workers in California. Real Soft places employees like Plaintiff with companies like American Tower.

11. American Tower is subsidiary of Parent, a company that owns, operates, and develops wireless and broadcast communications infrastructure across the U.S. and overseas. American Tower employs hundreds of employees in California and conducts extensive activities throughout the state of California.

12. Plaintiff is a former employee of Defendants. Plaintiff worked for Defendants as a Project Manager associated with American Tower's facility in Irvine, California from June 2021 to September 2021. Plaintiff was compensated at an hourly rate of \$50.00.

13. Aggrieved Employees are employed by Defendants throughout California, including in this County, and perform work materially similar to Plaintiff. Defendants pay Aggrieved Employees, including Plaintiff, on an hourly rate basis.²

14. At all relevant times, Defendants have conducted business under the laws of California, have had places of business in California, including in this County, and have employed Aggrieved Employees in this County. Defendants are "persons" as defined in Labor Code § 18 and Business and Professions Code § 17201. Defendants are also "employers" as that term is used in the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders.

15. Defendants jointly exercised control over Plaintiff and Aggrieved Employees with respect to their employment. Defendants employed Plaintiff and Aggrieved Employees because Defendants, directly or indirectly, control the wages, hours or working conditions of Plaintiff and Aggrieved Employees, or suffer or permit Plaintiff and Aggrieved Employees to work, or engage Plaintiff and Aggrieved Employees, thereby creating a common law employment relationship. With respect to American Tower, among other things, Plaintiff submitted his hours to American Tower, who approved them.

16. Aggrieved Employees are required to follow and abide by common work, time, and pay policies and procedures in the performance of their jobs and duties. The policies and practices of Defendants have at all relevant times been similar for Plaintiff and Aggrieved Employees in California.

² Although Plaintiff is a former employee, Aggrieved Employees include current and former employees. For ease of discussion, the allegations herein are made in the present tense.

1 17. At the end of each pay period, Aggrieved Employees receive wages from Defendants that
2 are determined by common systems and methods that Defendants select and control.

3 18. As a matter of policy and/or practice, Defendants fail to provide Plaintiff and Aggrieved
4 Employees their compensation due for all hours worked, including minimum wage and overtime.
5 Defendants routinely require Plaintiff and Aggrieved Employees to perform unrecorded and/or
6 uncompensated work.

7 19. For instance, Plaintiff worked approximately sixty hours per week, or more, but was
8 instructed to record only forty hours per week. When Plaintiff recorded and submitted his actual hours
9 worked, *i.e.*, approximately sixty, Defendants would reject his timesheet. Defendants told Plaintiff that
10 it will refuse to pay Plaintiff and Aggrieved Employees for hours worked over forty hours per week, or
11 pay overtime premiums. Plaintiff's time spent working over forty hours per week, *i.e.*, off-the-clock,
12 regularly went unrecorded and uncompensated even though it should have been compensated at
13 minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime
14 violations. Upon information and belief, Defendants, across California, institute a similar policy of not
15 compensating employees for time worked over forty hours per week that results in hundreds of
16 Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

17 20. Defendants cause and are aware that Plaintiff and Aggrieved Employees are working off-
18 the-clock. Plaintiff and Aggrieved Employees are not provided with minimum wage compensation or
19 overtime pay for their off-the-clock work. The time spent working while off-the-clock goes unrecorded
20 and uncompensated even though it should be compensated at minimum wage and/or overtime rates
21 under California law, giving rise to minimum wage and overtime violations. Defendants'
22 policy/practice of not compensating employees for all hours worked that results in Aggrieved
23 Employees performing services for the benefit of Defendants while off-the-clock.

24 21. In addition, as a matter of policy and/or practice, Defendants fail to provide Plaintiff and
25 Aggrieved Employees reimbursement for all necessary expenditures or losses incurred by Plaintiff and
26 Aggrieved Employees in direct consequence of the discharge of their duties, or of their obedience to
27 the directions of Defendants. Plaintiff and Aggrieved Employees work remotely from home and are
28 required to pay out-of-pocket for their internet plans and office supplies, including but not limited to

1 computer monitors necessary to the performance of their duties. However, Defendants do not reimburse
2 Plaintiff and Aggrieved Employees for such expenses, even though they should be fully reimbursed
3 under California law. Upon information and belief, Defendants institute the same or substantially
4 similar policy of not reimbursing their employees for business expenses throughout California that
5 results in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred
6 for the benefit of Defendants.

7 22. Defendants' failure to record all hours worked and reimbursement for business
8 expenditures results in Defendants' failure to provide Plaintiff and Aggrieved Employees with
9 itemized, accurate wage statements as required by California law. Plaintiff and Aggrieved Employees
10 receive wage statements that do not accurately reflect total hours worked and gross wages earned,
11 including overtime premiums, and reimbursements for business expenditures.

12 23. Further, Defendants failed to provide Plaintiff and Aggrieved Employees who are former
13 employees, with full payment of all wages owed upon separation from employment. At the time their
14 employment ended, Plaintiff and Aggrieved Employees were owed wages for all time worked,
15 including overtime, and reimbursement for business expenditures, whether their termination was
16 voluntary or involuntary. Defendants failed to provide Plaintiff and Aggrieved Employees with such
17 owed compensation, including at least minimum wage, within the required time period.

18 24. Further, Defendants required Plaintiff and Aggrieved Employees to enter into unlawful
19 agreements as an express condition of employment. Defendants required Plaintiff and Aggrieved
20 Employees to agree to non-compete provisions as a condition of their employment, prohibiting
21 employees from providing any management services to any of Defendants' customers or end-users for
22 a period extending two years after the end of their employment with Defendants. Defendants also
23 required Plaintiff and Aggrieved Employees to enter into invalid and unenforceable arbitration
24 provisions as an express condition of employment, requiring employees to arbitrate any "dispute, claim
25 or controversy" before the American Arbitration Association in New Jersey. Defendants' actions in this
26 regard gives rise to violations of Labor Code § 432.5, § 432.6, and Business and Professions Code §§
27 16600 & 17200, *et seq.* Upon information and belief, Defendants, across California, institute similar
28 practices of requiring employees to enter unlawful noncompete agreements which result in hundreds of

1 Aggrieved Employees being restrained in seeking further employment and invalid and unenforceable
2 arbitration agreements.

3 25. Defendants are aware that their policies and practices deprive Plaintiff and Aggrieved
4 Employees of substantial pay for all time worked, including at overtime rates of pay, that Plaintiff and
5 Aggrieved Employees are not reimbursed for business expenditures, and that their policy and practice
6 of requiring Plaintiff and Aggrieved Employees to agree to unlawful provisions as a condition of
7 employment are prohibited under California law. Thus, Defendants' conduct in denying wages,
8 including overtime premiums, reimbursement for business expenditures, and requiring Plaintiff and
9 Aggrieved Employees to agree to unlawful non-compete and arbitration provisions, is deliberate and
10 willful.

11 26. Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved
12 Employees and throughout Defendants' operations in California. Defendants' conduct is willful, carried
13 out in bad faith, and triggers significant civil penalties in an amount to be determined at trial.

14 **FIRST CAUSE OF ACTION**
15 **Penalties Pursuant to Labor Code § 2699(a)**
16 **(On Behalf of the state of California and Aggrieved Employees)**

17 27. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 28. Labor Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code that
21 provides for a civil penalty to be assessed and collected by the Labor and Workforce
22 Development Agency or any of its departments, divisions commissions, boards,
23 agencies or employees, for a violation of this code, may, as an alternative, be
24 recovered through a civil action brought by an aggrieved employee on behalf of
25 himself or herself and other current or former employees.

26 29. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
27 Defendants to timely compensate Plaintiff and Aggrieved Employees all wages due in compliance with
28 Labor Code § 204, in the civil penalties established by Labor Code § 210(a) and (c).

29 30. Labor Code § 204 provides:

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or
204.2, earned by any person in any employment are due and payable twice during

each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month...

* * *

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

31. Labor Code § 210(a) and (c) sets forth the following civil penalties for violations of § 204:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

* * *

(c) An employee is only entitled to either recover the statutory penalty provided for in this section or to enforce a civil penalty as set forth in subdivision (a) of Section 2699, but not both, for the same violation.

32. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by Defendants, alleged above, to provide minimum wages in compliance with Labor Code §§ 1182.12 and 1197, in the amount of civil penalties set forth in Labor Code § 1197.1(a).

33. Labor Code § 1182.12 sets forth the minimum wages for all industries, including the following amounts for any employer who employs 26 or more employees: (i) "January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars (\$13) per hour"; (ii) "From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars (\$14) per hour"; and (iii) "From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars (\$15) per hour."

34. IWC Wage order 4-2001, Section 4 sets forth the following minimum wages for any employer who employs 26 or more employees: "(a) Thirteen dollars (\$13.00) per hour for all hours worked, effective January 1, 2020; (b) Fourteen dollars (\$14.00) per hour for all hours worked, effective January 1, 2021; and (c) Fifteen dollars (\$15.00) per hour for all hours worked, effective January 1, 2022."

1 35. Labor Code § 1197 provides: “The minimum wage for employees fixed by the
2 commission or by any applicable state or local law, is the minimum wage to be paid to employees, and
3 the payment of a lower wage than the minimum so fixed is unlawful.”

4 36. Labor Code § 1197.1(a) provides:

5 (1) For any initial violation that is intentionally committed, one hundred dollars
6 (\$100) for each underpaid employee for each pay period for which the employee is
7 underpaid. This amount shall be in addition to an amount sufficient to recover
8 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
9 penalties imposed pursuant to Section 203.

10 (2) For each subsequent violation for the same specific offense, two hundred fifty
11 dollars (\$250) for each underpaid employee for each pay period for which the
12 employee is underpaid regardless of whether the initial violation is intentionally
13 committed. This amount shall be in addition to an amount sufficient to recover
14 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
15 penalties imposed pursuant to Section 203.

16 37. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
17 Defendants, alleged above, to provide overtime wages in compliance with Labor Code § 510, in the
18 amount of civil penalties set forth in Labor Code § 558(a)(1) and (2).

19 38. Labor Code § 510 provides:

20 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
21 one workday and any work in excess of 40 hours in any one workweek and the first
22 eight hours worked on the seventh day of work in any one workweek shall be
23 compensated at the rate of no less than one and one-half times the regular rate of pay
24 for an employee. Any work in excess of 12 hours in one day shall be compensated
25 at the rate of no less than twice the regular rate of pay for an employee. In addition,
26 any work in excess of eight hours on any seventh day of a workweek shall be
27 compensated at the rate of no less than twice the regular rate of pay of an employee.

28 39. Labor Code § 558(a)(1) and (2) sets forth the following civil penalties for violations of §
510:

 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each
pay period for which the employee was underpaid in addition to an amount sufficient
to recover underpaid wages.

 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
employee for each pay period for which the employee was underpaid in addition to
an amount sufficient to recover underpaid wages.

 40. Plaintiff seeks also civil penalties pursuant to Labor Code § 2699(a) for each failure by
Defendants, alleged above, to provide Plaintiff and Aggrieved Employees accurate, itemized wage

1 statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226.3.

2 41. Labor Code § 226(a) provides:

3 Every employer shall, semimonthly or at the time of each payment of wages, furnish
4 each of his or her employees, either as a detachable part of the check, draft, or
5 voucher paying the employee's wages, or separately when wages are paid by
6 personal check or cash, an accurate itemized statement in writing showing (1) gross
7 wages earned, (2) total hours worked by the employee, except for any employee
8 whose compensation is solely based on a salary and who is exempt from payment
9 of overtime under subdivision (a) of Section 515 or any applicable order of the
10 Industrial Welfare Commission, (3) the number of piece-rate units earned and any
11 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
12 provided that all deductions made on written orders of the employee may be
13 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
14 the period for which the employee is paid, (7) the name of the employee and his or
her social security number, (8) the name and address of the legal entity that is the
employer, and (9) all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee. The
deductions made from payments of wages shall be recorded in ink or other indelible
form, properly dated, showing the month, day, and year, and a copy of the statement
or a record of the deductions shall be kept on file by the employer for at least four
years at the place of employment or at a central location within the state of
California.

15 42. Labor Code § 226.3 sets forth the following civil penalties for violations of § 226(a):

16 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
17 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
18 in an initial citation and one thousand dollars (\$1,000) per employee for each
19 violation in a subsequent citation, for which the employer fails to provide the
20 employee a wage deduction statement or fails to keep the records required in
subdivision (a) of Section 226. The civil penalties provided for in this section are in
addition to any other penalty provided by law.

21 43. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the Labor and
22 Workforce Development Agency ("LWDA") with notice of his intention to file this claim on November
23 5, 2021. See LWDA Case No. LWDA-CM-851387-21, available at:
24 <https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzaZEAS>. At least
25 sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

26 44. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
27 Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil
28 penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of

attorneys' fees and costs as set forth below. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION
Penalties Pursuant to Labor Code § 2699(f)
(On Behalf of the state of California and Aggrieved Employees)

45. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

46. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f).

47. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

48. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by Defendants, alleged above, to timely provide wages earned and unpaid upon the discharge or quitting of employment, in compliance with Labor Code §§ 201 and 202.

49. Labor Code § 201(a) provides:

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

50. Labor Code § 202(a) provides:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

///

///

1 51. Alternatively, Plaintiff seeks civil penalties for violations of Labor Code §§ 201 and 202
2 above, pursuant to Labor Code § 2699(a); Defendants failed to pay Plaintiff and Aggrieved Employees
3 who are former employees, at least minimum wage owed upon discharge or quitting, implicating the
4 civil penalties set forth in Labor Code § 1197.1(a).

5 52. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each failure by
6 Defendants, alleged above, to reimburse Plaintiff and Aggrieved Employees for “all necessary business
7 expenditures or losses” in compliance with Labor Code § 2802.

8 53. Labor Code § 2802 provides:

9 An employer shall indemnify his or her employee for all necessary expenditures or
10 losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though
12 unlawful, unless the employee, at the time of obeying the directions, believed them
13 to be unlawful.

14 54. Plaintiff also seeks civil penalties pursuant to Labor Code § 2699(f) for each violation by
15 Defendants of Labor Code §§ 432.5, 432.6, and Business and Professions Code §§ 16600 & 17200, *et*
16 *seq.*

17 55. Labor Code § 432.5 provides:

18 No employer, or agent, manager, superintendent, or officer thereof, shall require any
19 employee or applicant for employment to agree, in writing, to any term or condition
20 which is known by such employer, or agent, manager, superintendent, or officer
21 thereof to be prohibited by law.

22 56. Labor Code § 432.6 provides:

23 (a) A person shall not, as a condition of employment, continued employment, or the
24 receipt of any employment-related benefit, require any applicant for employment or
25 any employee to waive any right, forum, or procedure for a violation of any
26 provision of the California Fair Employment and Housing Act (Part 2.8
27 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code)
28 or this code, including the right to file and pursue a civil action or a complaint with,
or otherwise notify, any state agency, other public prosecutor, law enforcement
agency, or any court or other governmental entity of any alleged violation.

* * *

(h) This section applies to contracts for employment entered into, modified, or
extended on or after January 1, 2020.

///

- 1 57. Business and Professions Code § 16600 provides:
- 2 Except as provided in this chapter, every contract by which anyone is restrained
- 3 from engaging in a lawful profession, trade, or business of any kind is to that extent
- 4 void.
- 5 58. Business and Professions Code § 17200 provides:
- 6 As used in this chapter, unfair competition shall mean and include any unlawful,
- 7 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
- 8 misleading advertising and any act prohibited by Chapter 1 (commencing with
- 9 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.
- 10 59. Business and Professions Code § 17203 provides:
- 11 Any person who engages, has engaged, or proposes to engage in unfair competition
- 12 may be enjoined in any court of competent jurisdiction. The court may make such
- 13 orders or judgments, including the appointment of a receiver, as may be necessary
- 14 to prevent the use or employment by any person of any practice which constitutes
- 15 unfair competition, as defined in this chapter, or as may be necessary to restore to
- 16 any person in interest any money or property, real or personal, which may have been
- 17 acquired by means of such unfair competition. Any person may pursue
- 18 representative claims or relief on behalf of others only if the claimant meets the
- 19 standing requirements of Section 17204 and complies with Section 382 of the Code
- 20 of Civil Procedure, but these limitations do not apply to claims brought under this
- 21 chapter by the Attorney General, or any district attorney, county counsel, city
- 22 attorney, or city prosecutor in this state.
- 23 60. Pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff provided the LWDA with notice
- 24 of his intention to file this claim on November 5, 2021. See LWDA Case No. LWDA-CM-851387-21,
- 25 available at:
- 26 <https://cadir.secure.force.com/PagaSearch/PAGACaseDetails?id=a1Bt0000002ZzaZEAS>. At least
- 27 sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
- 28 administrative prerequisites to commence this civil action in compliance with § 2699.3(a).
61. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
- Employees, and himself as set forth in Labor Code § 2699(g)(1). Defendants are liable for the civil
- penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of
- attorneys' fees and costs, as well as injunctive relief and other remedies, pursuant to Labor Code §
- 432.6 and Business and Professions Code § 17203.
62. Wherefore, Plaintiff requests relief as hereinafter provided.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for relief as follows:

- 3 1. For the Court to declare, adjudge, and decree that Defendants have violated the
4 California Labor Code as alleged herein;
5 2. For an order awarding the state of California, Plaintiff, and Aggrieved Employees civil
6 penalties provided under the PAGA;
7 3. For appropriate injunctive and equitable relief, including an order enjoining
8 Defendants from continuing their unlawful practices;
9 4. For interest as provided by applicable law;
10 5. For an award of reasonable attorneys' fees;
11 6. For all costs of suit; and
12 7. For such other and further relief as this Court deems just and proper.

13 Respectfully submitted,

14 Dated: January 13, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

16 By: 

17 Carolyn Cottrell
18 Attorney for Plaintiff

19 **JURY DEMAND**

20 Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a
21 jury.

22 Dated: January 13, 2022

SCHNEIDER WALLACE
COTRELL KONECKY

24 By: 

25 Carolyn Cottrell
26 Attorney for Plaintiff

Silvia G. Carter

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Friday, January 14, 2022 10:43 AM
To: Silvia G. Carter
Subject: Thank you for your Court Complaint Submission.

01/14/2022 10:42:51 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/9PVhCVOWnviDgPrtGuuPW>

EXHIBIT 4



January 14, 2022

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
PAGAfilings@dir.ca.gov

Re: Private Attorneys General Act of 2004 Notice

Employee: Rudy Flores

Employer: Real Soft, Inc. d/b/a Diversity Direct, American Tower Delaware Corporation, American Tower LLC, and Other Related Entities

Dear PAGA Administrator:

Pursuant to California Labor Code § 2699.3(a)(1), Mr. Flores notifies the California Labor & Workforce Development Agency (“LWDA”) that he intends to seek civil penalties pursuant to California Labor Code § 2699(a) and (f) for violations of California Labor Code §§ 204, 256 & 225.5 (failure to compensate for all hours worked), §§ 558, 1182.12, 1194, 1197, 1197.1 & 1198 (failure to pay minimum wage), § 510 (failure to pay overtime wages); §§ 226.7 & 512 (failure to authorize and permit and/or make available meal and rest periods, or pay premiums in lieu thereof); § 2802 (failure to reimburse business expenditures), §§ 226, 226.3 & 226.6 (failure to provide timely and accurate itemized wage statements), §§ 201-203 (waiting time penalties), § 432.5 (requiring employees to agree in writing to terms the employer knows are illegal), § 432.6 (prohibiting coercive contracts), California Business and Professions Code § 16600 (requiring void noncompetition agreements), § 17200, et seq. (engaging in unfair business practices), and IWC Wage Order 4-2001 on behalf of himself and other aggrieved employees of Real Soft, Inc. d/b/a Diversity Direct (“Diversity Direct”), American Tower Delaware Corporation (“American Tower”), American Tower LLC (“Tower LLC”), and any unknown related entities involved in the violations alleged (collectively “Defendants”).

Mr. Flores and other aggrieved employees are all current and former similarly situated, hourly, non-exempt employees of Diversity Direct, American Tower, and Tower LLC, including but not limited to project coordinators, associate project managers, project managers, field technicians, and other employees with similar job duties (“Aggrieved Employees”).

Background of Defendants:

American Tower and Tower LLC are subsidiaries of American Tower Corporation (“Parent”), a company that owns, operates, and develops wireless and broadcast



communications infrastructure across the United States and overseas. Parent owns approximately 25,000 towers nationwide and 135,000 in overseas. Additionally, Parent offers tower-related services such as site acquisition and structural analysis to determine support for additional equipment, and zoning and permitting management services. Parent operates in California through American Tower and Tower LLC. American Tower and Tower LLC employ hundreds of employees in California and conduct extensive activities throughout the state of California.

Diversity Direct is a staffing agency operating in the computer systems design industry. Diversity Direct recruited Aggrieved Employees, including Mr. Flores, and placed them with American Tower and Tower LLC. Diversity Direct has approximately 550 total employees across all of its locations and generates approximately \$47.25 million in sales per year. Diversity Direct is a New Jersey corporation headquartered in Monmouth Junction, New Jersey. Diversity Direct employs hundreds of workers and conducts extensive activities in the state of California.

Defendants jointly exercise control over Mr. Flores and Aggrieved Employees with respect to their employment. Defendants employ Mr. Flores and Aggrieved Employees because Defendants, directly or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of Mr. Flores and Aggrieved Employees.

Background of Plaintiff:

Mr. Flores is a former employee of Defendants. Mr Flores worked for Defendants as a Project Manager of Site Development at American Tower/Tower LLC's facility located in Irvine, California from June 7, 2021, until September 9, 2021. Mr. Flores was compensated at an hourly rate of \$50.00. While Mr. Flores' shift varied in length, Mr. Flores worked at least ten hours per day, five shifts per week (Mondays through Fridays). Additionally, Mr. Flores typically worked shifts of approximately five hours on Saturdays and Sundays. Mr. Flores worked approximately sixty hours or more per week.

Failure to Compensate All Hours Worked and to Pay Minimum Wages and Overtime Wages:

Defendants have denied and continue to deny Mr. Flores and Aggrieved Employees proper compensation for all hours worked, including minimum wage and overtime. Mr. Flores and Aggrieved Employees were/are regularly required to perform work while off-the-clock. For instance, Mr. Flores worked approximately sixty hours per week to complete his work duties but was instructed to record only forty hours per week. When Mr. Flores recorded and submitted his actual hours worked, *i.e.*, approximately sixty, his supervisor would reject his timesheet. Defendants told Mr. Flores that it "was not in the budget" to pay Mr. Flores and Aggrieved Employees for hours worked over forty hours per week, or pay overtime premiums. Mr. Flores' time spent working over forty hours per week, *i.e.*, off-the-clock, went unrecorded and uncompensated even though it should have been compensated at minimum wage and/or overtime rates under California law, giving rise to minimum wage and overtime violations. Upon information and belief, Defendants, across California, institute a similar policy of not compensating employees for time worked over forty hours



per week that results in hundreds of Aggrieved Employees performing services for the benefit of Defendants while off-the-clock.

Failure to Authorize and Permit and/or Make Available Meal and Rest Periods

Defendants routinely fail to provide compliant meal breaks to Mr. Flores and Aggrieved Employees. Defendants' policies, practices, and procedures cause Mr. Flores and Aggrieved Employees to regularly miss their meal breaks yet, do not provide them with premium payments. Mr. Flores and Aggrieved Employees are frequently denied meal breaks for two reasons: (i) Defendants do not authorize, permit, and/or make available timely meal breaks to Mr. Flores and Aggrieved Employees; and (ii) Mr. Flores and Aggrieved Employees are often too busy with work during the day to have time to take a bona fide meal break.

For example, Mr. Flores is required to attend several meetings each day that are scheduled consecutively and span over four hours in duration. Frequently, there is no time in between meetings to stop for a few minutes to eat, let alone for a thirty-minute meal break. As a result, Mr. Flores and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the fifth hour of work.

Similarly, Mr. Flores and Aggrieved Employees are also not provided with uninterrupted, ten-minute rest periods, during which they should have been completely relieved of any duty, by the end of the fourth hour of work, and again, by the end of the eighth hour of work.

Further, on days when Mr. Flores and Aggrieved Employees work longer shifts of ten hours or more, Mr. Flores and Aggrieved Employees are not authorized to take a second meal break before the tenth hour of work. As a result, Mr. Flores and Aggrieved Employees are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods by the end of the tenth hour of work.

Failure to Reimburse Business Expenses:

Defendants also have denied and continue to deny Mr. Flores and Aggrieved Employees proper reimbursement for business expenditures. Mr. Flores and Aggrieved Employees worked/work remotely from home and were/are required to pay out of pocket for their internet plans and office supplies including, but not limited to, computer monitors necessary to the performance of their duties. However, Defendants did not reimburse Mr. Flores and Aggrieved Employees for such expenses, even though they should have been fully reimbursed under California law. Defendants' failure to properly reimburse Mr. Flores and Aggrieved Employees' necessarily incurred business expenses gives rise to violations of Labor Code § 2802. Upon information and belief, Defendants institute the same or substantially similar policy of not reimbursing their employees for business expenses throughout California that results in hundreds of Aggrieved Employees not being reimbursed for business expenditures incurred for the benefit of Defendants.



Failure to Provide Timely & Itemized Wage Statements:

As outlined above, Mr. Flores and Aggrieved Employees performed a substantial amount of work which went unrecorded and uncompensated and were not reimbursed for necessarily incurred business expenditures. Therefore, Mr. Flores and Aggrieved Employees did not receive accurate, itemized wage statements.

Failure to Timely Pay All Wages Owed During Employment and Following Separation from Employment:

As a consequence of Defendants' failure to pay for all hours worked, including minimum wage and overtime premiums, and failure to reimburse business expenditures, Mr. Flores and Aggrieved Employees did not receive all wages owed during employment and upon separation from employment.

Requiring Employees to Agree in Writing to Noncompetition Agreements Defendants Know are Void/Illegal:

Defendants required Mr. Flores and Aggrieved Employees, upon hire, to enter into a Non-Compete Agreement as an express condition of employment. Knowing that it is prohibited by law, in their "Offer of Employment," Defendants required Mr. Flores and Aggrieved Employees to agree in writing, as a condition of their employment, not to contract with any of Defendants' clients for the period of active service, regardless of the capacity, and until two years following the termination of their relationship with Defendants. Defendants' non-compete policy gives rise to violations of Labor Code § 432.5, § 432.6, and Business and Professions Code §§ 16600 & 17200, *et seq.* Upon information and belief, Defendants, across California, institute similar practices of requiring employees to enter unlawful noncompete agreements which results in hundreds of Aggrieved Employees being restrained in seeking further employment.

...

Mr. Flores is represented by Schneider Wallace Cottrell Konecky LLP ("SWCK"), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and representative actions nationwide. A description of the work, mission, and credentials of the firms can be found at www.schneiderwallace.com. Mr. Flores and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,


CAROLYN H. COTTRELL
Attorney at Law



Attn: PAGA Administrator
Labor and Workforce Development Agency
January 14, 2022
Page 5 of 5

CC via certified mail:

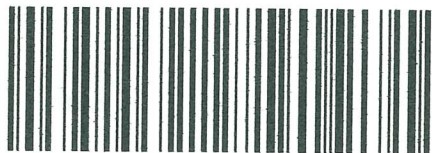
American Tower Delaware Corporation
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203
*Registered Agent for American Tower
Delaware Corporation*

Real Soft, Inc. d/b/a Diversity Direct
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203
*Registered Agent for Real Soft, Inc. d/b/a
Diversity Direct*

American Tower LLC
c/o James Ginsburg
9301 Wilshire Blvd, STE 206
Beverly Hills, CA 90210
Registered Agent for American Tower LLC

NEIDER WALLACE
RELL KONECKY LLP

CERTIFIED MAIL®



7021 1970 0001 0557 5945

American Tower Delaware Corporation
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203

2000 Powell Street, Suite 1400 Emeryville, California 94608



quadiant

FIRST-CLASS MAIL

IMI

\$007.53⁰

01/18/2022 ZIP 94608
043M30222864

US POSTAGE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

American Tower Delaware Corporation
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203



9590 9402 7141 1251 6356 48

2. Article Number (Transfer from service label)

7021 1970 0001 0557 5945

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

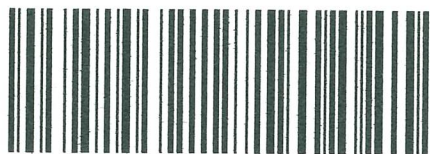
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ER WALLACE
L KONECKY LLP

CERTIFIED MAIL



7021 1970 0001 0557 5952

American Tower LLC
c/o James Ginsburg
9301 Wilshire Blvd, STE 206
Beverly Hills, CA 90210

2000 Powell Street, Suite 1400 Emeryville, California 94608



quadiant

FIRST-CLASS MAIL
IMI

\$007.53⁹

01/18/2022 ZIP 94608
043M30222864

US POSTAGE

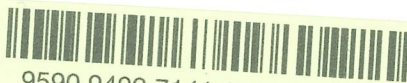
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

American Tower LLC
c/o James Ginsburg
9301 Wilshire Blvd, STE 206
Beverly Hills, CA 90210



9590 9402 7141 1251 6358 53

2. Article Number (Transfer from service label)

7021 1970 0001 0557 5952

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

WALLACE
ONECKY LLP

CERTIFIED MAIL®



7021 1970 0001 0557 5969

Real Soft, Inc. d/b/a Diversity Direct
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203

2000 Powell Street, Suite 1400 Emeryville, California 94608



quadiant

FIRST-CLASS MAIL
IMI

\$007.53⁰

01/18/2022 ZIP 94608
043M30222864

US POSTAGE

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Real Soft, Inc. d/b/a Diversity Direct
c/o C T CORPORATION SYSTEM
330 N Brand Blvd STE 700
Glendale, CA 91203



9590 9402 7141 1251 6356 55

2. Article Number (Transfer from service label)

7021 1970 0001 0557 5969

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

Silvia G. Carter

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Friday, January 14, 2022 6:54 PM
To: Silvia G. Carter
Subject: Thank you for your Amended PAGA Claim Notice Submission.

01/14/2022 06:54:06 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/SqD9C73MV9TOVAQT8pUd6>

EXHIBIT 5

Silvia G. Carter

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, May 25, 2022 2:21 PM
To: Silvia G. Carter
Subject: Thank you for your Court Complaint Submission.

05/25/2022 02:20:15 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: <https://protect-us.mimecast.com/s/N6VWCL9GWZfB4WriBlstd>

EXHIBIT 6



CASE ASSUMPTIONS

Aggrieved Members	60
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	60
Subtotal Admin Only	\$2,750.00

Not-to-Exceed Total \$2,750.00

For 60 Aggrieved Members

Pricing Good for Scope of Estimate Only

January 20, 2026

Case: (Flores) PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Sandra Acosta Tello

Firm: Schneider Wallace

Contact Number: (619) 623 0657

Email: sacostatello@schneiderwallace.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 60 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	1	\$125.00
Programming Database & Setup	\$125.00	1	\$125.00
Toll Free Setup*	\$47.66	1	\$47.66
Call Center & Long Distance	\$2.00	6	\$12.00
NCOA (USPS)	\$0.20	60	\$12.00
Total			\$321.66

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	1	\$125.00
Data Merge & Duplication Scrub	\$0.30	60	\$18.00
Notice and Check Packet	\$1.50	60	\$90.00
Estimated Postage (up to 1 oz.)*	\$0.74	60	\$44.40
Total			\$277.40

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.50	6	\$9.00
Remail Notice Packets	\$1.50	6	\$9.00
Estimated Postage	\$0.74	6	\$4.44
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$222.44

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$85.00	1	\$85.00
Total			\$210.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$100.00	1	\$100.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	1	\$125.00
Total			\$575.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$2.50	11	\$28.50
Reconcile Uncashed Checks	\$70.00	2	\$140.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$75.00	2	\$150.00
Final Reporting & Declarations	\$100.00	2	\$200.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$300.00	1	\$300.00
Total			\$1,143.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,750.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 7

CASE COSTS

102293 - Flores, Rudy v. Real Soft (PAGA)

102743 - Flores, Rudy v. Real Soft (Class)

Date: 01/23/26

DATE	VENDOR	DESCRIPTION	AMOUNT
11/05/2021	LWDA	Initial PAGA Filing PNC Flores, Rudy v Real Soft	\$ 75.00
01/14/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Summons Issued and Filed - No Split	\$ 1,449.25
01/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/22 - 01/31/22	\$ 81.96
02/11/2022	One Legal LLC (Info Track)	Summons, Complaint, Civil Case Cover Sheet, Alternative Dispute Resolution Packet	\$ 40.00
02/11/2022	One Legal LLC (Info Track)	Summons, Complaint for Penalties Pursuant to Section 2699(a), and (f) of the California	\$ 40.00
02/14/2022	One Legal LLC (Info Track)	Proof of Service Summons	\$ 14.25
03/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/22 - 03/31/22	\$ 4.29
04/05/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft, Inc. - Document Download	\$ 7.50
04/11/2022	One Legal LLC (Info Track)	Peremptory Challenge Pursuant to 170.6 CCP, Declaration in Support	\$ 14.75
04/14/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Summons Issued and Filed, Class Action / B 1720C	\$ 1,449.75
04/25/2022	One Legal LLC (Info Track)	Peremptory Challenge Pursuant to 170.6 CCP, Declaration - Other	\$ 14.75
04/25/2022	One Legal LLC (Info Track)	Declaration - Other, Peremptory Challenge Pursuant to 170.6 CCP	\$ 14.75
04/26/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft (PAGA) - Document Download	\$ 7.50
05/04/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft, Inc- Document Download	\$ 7.50
05/04/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft, Inc- Document Download	\$ 7.50
05/14/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft (PAGA)- Document Download	\$ 7.50
05/23/2022	One Legal LLC (Info Track)	Amended Complaint	\$ 14.75
05/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/22 - 05/31/22	\$ 5.91
06/17/2022	One Legal LLC (Info Track)	Stipulation and Protective Order	\$ 43.75
06/24/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft (PAGA) - Document Download	\$ 15.00
06/24/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft (PAGA) - Document Download	\$ 7.50
06/28/2022	One Legal LLC (Info Track)	Stipulation and Order, Proposed Stipulation and Order	\$ 34.75
08/05/2022	One Legal LLC (Info Track)	Notice of Posting Jury Fees	\$ 164.75
08/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/22 - 08/31/22	\$ 2.24
09/07/2022	One Legal LLC (Info Track)	efiling fee - Statement - Other	\$ 14.75
09/15/2022	Superior Court of California Orange	Document Download	\$ 7.50
09/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/22 - 09/30/22	\$ 0.35
10/15/2022	Superior Court of California Orange	Flores, Rudy v. Real Soft (PAGA) - Document Download	\$ 7.50
10/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/22 - 10/31/22 Flores, Rudy v. Real Soft, Inc.	\$ 68.61
12/21/2022	Signature Resolution	Mediation Admin Fees - No Split	\$ 225.00
12/21/2022	Signature Resolution	Plaintiff's 1/4 of Mediation Fees - No Split	\$ 3,937.50
01/25/2023	One Legal LLC (Info Track)	eFiling Fees - Status Conference Statement	\$ 15.20
02/07/2023	Superior Court of California Orange	Document Download	\$ 7.50
08/31/2023	RELX Inc DBA LexisNexis	Lexis-Nexis - Document Retrieval - Period: 08/01/23 - 08/31/23	\$ 44.29
09/11/2023	One Legal LLC (Info Track)	eFiling Fees - Status Conference Statement	\$ 15.20

DATE	VENDOR	DESCRIPTION	AMOUNT
09/14/2023	Superior Court of California Orange	Pull ROA 82 from court	\$ 7.50
09/14/2023	Superior Court of California Orange	Minute Order for 9/11/23 hearing	\$ 7.50
10/30/2023	Superior Court of California Orange	Minute order	\$ 7.50
10/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/23 - 10/31/23	\$ 17.26
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 81.67
12/27/2023	One Legal LLC (Info Track)	eFiling Fee - Joint Statement	\$ 15.20
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 32.90
01/16/2024	Steno Agency, Inc	01/03/24 Hearing - Status Conference	\$ 750.00
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 31.66
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 57.05
03/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/24- 03/31/24	\$ 41.61
04/24/2024	One Legal LLC (Info Track)	eFiling Fee - Joint Statement	\$ 17.20
04/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/24- 04/30/24	\$ 24.67
05/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/24- 05/31/24	\$ 114.95
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	\$ 30.53
07/17/2024	One Legal LLC (Info Track)	eFiling Fee - Status Conference Statement	\$ 17.20
07/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/24- 07/31/24	\$ 34.82
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	\$ 19.46
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	\$ 18.58
10/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 10/01/24 - 10/31/24	\$ 30.09
11/15/2024	One Legal LLC (Info Track)	eFiling Fee - Status Conference Statement	\$ 17.20
11/30/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 11/01/24 - 11/30/24	\$ 46.45
12/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 12/01/24 - 12/31/24	\$ 31.74
01/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 01/01/2025 - 01/31/2025	\$ 26.39
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	\$ 31.71
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	\$ 21.83
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	\$ 21.50
05/20/2025	One Legal LLC (Info Track)	Status Conference Statement - Superior Court of California, Orange County	\$ 19.20
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	\$ 21.25
06/30/2025	One Legal LLC (Info Track)	Status Conference Statement - Superior Court of California, Orange County	\$ 19.20
07/02/2025	One Legal LLC (Info Track)	Notice of Change of Firm Name	\$ 19.20
08/01/2025	One Legal LLC (Info Track)	Status Conference Statement	\$ 19.20
11/10/2025	One Legal LLC (Info Track)	Notice of Change of Address and/or Telephone	\$ 19.20
11/10/2025	One Legal LLC (Info Track)	Notice of Change of Address and/or Telephone	\$ 19.20
11/24/2025	One Legal LLC (Info Track)	Status Conference Statement	\$ 19.20
11/24/2025	One Legal LLC (Info Track)	Status Conference Statement	\$ 19.20
12/15/2025	One Legal LLC (Info Track)	Notice of Settlement	\$ 19.20
01/23/2026	SWCK	Copies and Printing from Shared Printing (2021-Present)	\$ 57.25
Total Cost for 102293 - Flores, Rudy v. Real Soft (PAGA)			\$ 9,673.77

DATE	VENDOR	DESCRIPTION	AMOUNT
12/02/2021	Neilson & MacRitchie	Investigation Rudy Flores- PNC Rudy Flores v Real Soft - No Split	\$ 295.00
05/14/2022	Superior Court of California Orange	102743 - Flores, Rudy v. Real Soft (Class	\$ 7.50
06/07/2022	One Legal LLC (Info Track)	Notice of Posting Jury Fees	\$ 164.75
08/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/22 - 08/31/22	\$ 6.32
09/07/2022	One Legal LLC (Info Track)	efiling fee -Statement - Other	\$ 14.75
09/15/2022	Superior Court of California Orange	Document Download	\$ 7.50
10/01/2022	Pacer	Pacer - Document Retrieval - QTR 3 2022	\$ 0.40
12/21/2022	Signature Resolution	Plaintiffs 1/4 of Mediation Fees - No Split	\$ 3,937.50
12/21/2022	Signature Resolution	Mediation Admin Fees - No Split	\$ 225.00
01/25/2023	One Legal LLC (Info Track)	eFiling Fees - Status Conference Statement	\$ 15.20
02/08/2023	Superior Court of California Orange	Document Download	\$ 7.50
05/12/2023	One Legal LLC (Info Track)	Status Conference Statement	\$ 15.20
05/23/2023	Superior Court of California Orange	Defs Answer AT	\$ 7.50
06/01/2023	Steno Agency, Inc	5/17/23 Hearing - Status Conference	\$ 750.00
07/31/2023	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - 07/01/23 - 07/31/23	\$ 57.46
09/08/2023	One Legal LLC (Info Track)	eFiling Fees - Statement Other	\$ 15.20
09/11/2023	One Legal LLC (Info Track)	eFiling Fees - Joint Statement	\$ 15.20
09/18/2023	Superior Court of California Riversic	Research after IDC - pulling Ruling on MTC	\$ 5.00
10/11/2023	One Legal LLC (Info Track)	eFiling Fees - Status Conference Statement	\$ 15.20
10/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/23 - 10/31/23	\$ 5.95
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 81.70
12/27/2023	One Legal LLC (Info Track)	eFiling Fee - Joint Statement	\$ 15.20
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 30.37
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 33.75
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 52.45
03/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/24- 03/31/24	\$ 40.17
04/24/2024	One Legal LLC (Info Track)	eFiling Fee - Joint Statement	\$ 17.20
04/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/24- 04/30/24	\$ 31.71
05/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/24- 05/31/24	\$ 30.67
06/30/2024	Pacer	Pacer - Document Retrieval - QTR 2 2024	\$ 0.20
06/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/24- 06/30/24	\$ 25.83
07/17/2024	One Legal LLC (Info Track)	eFiling Fee - Status Conference Statement	\$ 17.20
07/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 07/01/24- 07/31/24	\$ 30.18
08/31/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/24- 08/31/24	\$ 23.35
09/30/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/24- 09/30/24	\$ 24.81
10/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 10/01/24 - 10/31/24	\$ 32.24
11/07/2024	One Legal LLC (Info Track)	eFiling Fee - Statement - Other	\$ 17.20
11/15/2024	One Legal LLC (Info Track)	eFiling Fee - Status Conference Statement	\$ 17.20
11/26/2024	Steno Agency, Inc	11/13/24 Reporter Appearance at Hearing - Informal Discovery Statement	\$ 750.00

DATE	VENDOR	DESCRIPTION	AMOUNT
11/30/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 11/01/24 - 11/30/24	\$ 30.97
11/30/2024	West Payment Center (4005)	Thomson Reuters - Research 11/01/24 - 11/30/24	\$ 17.76
12/31/2024	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 12/01/24 - 12/31/24	\$ 34.63
12/31/2024	West Payment Center (4005)	Thomson Reuters - Research 12/01/24 - 12/31/24	\$ 32.55
01/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 01/01/2025 - 01/31/2025	\$ 24.36
02/28/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 02/01/2025 - 02/28/2025	\$ 25.37
02/28/2025	West Payment Center (4005)	Thomson Reuters - Research 02/01/25 - 02/28/25	\$ 102.79
03/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 03/01/25 - 03/31/25	\$ 23.51
04/30/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 04/01/25 - 04/30/25	\$ 21.50
05/20/2025	One Legal LLC (Info Track)	Status Conference Statement - Superior Court of California, Orange County	\$ 19.20
05/31/2025	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - Period: 05/01/25 - 05/31/25	\$ 24.29
06/30/2025	One Legal LLC (Info Track)	Status Conference Statement - Superior Court of California, Orange County	\$ 19.20
07/02/2025	One Legal LLC (Info Track)	Notice of Change of Firm Name	\$ 19.20
08/01/2025	One Legal LLC (Info Track)	Case Management Statement	\$ 16.95
12/15/2025	One Legal LLC (Info Track)	Notice of Settlement	\$ 19.20
12/15/2025	One Legal LLC (Info Track)	Notice of Settlement	\$ 19.20
01/23/2026	SWCK	Copies and Printing from Shared Printing (2021-Present)	\$ 9.50
Total Cost for 102743 - Flores, Rudy v. Real Soft (Class)			\$ 7,299.74
Grand Total for Flores v Real Soft Class & PAGA			\$ 16,973.51