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Attorneys for Plaintiff BEATRIZ F. MATA LOPEZ, individually and
On behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BEATRIZ F. MATA LOPEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

CULMIN STAFFING GROUP, INC., a
Delaware Corporation; EMPLOYERS HR
LLC, a Florida Limited Liability Company;
STG LOGISTICS, INC., a California
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 21STCV45423

Assigned For All Purposes To:
Judge: David S. Cunningham
Dept.: 11

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF PAGA AND CLASS
ACTION SETTLEMENT**

Date: August 14, 2025
Time: 10:00 a.m.
Dept.: 11

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1 4. On February 18, 2022 Plaintiff on behalf of the general public as private attorney
2 general filed a PAGA representative action entitled *Beatriz F. Mata Lopez v. Culmin Staffing*
3 *Group, Inc. and STG Logistics, Inc., et al.*, Los Angeles County Superior Court, Case No.
4 22STCV06401 seeking civil penalties pursuant to the PAGA against Defendants.

5 5. On March 9, 2023, Plaintiff filed the First Amended Complaint in the Class Action,
6 adding a ninth cause of action for penalties pursuant to the PAGA and consolidating the
7 allegations in the PAGA Action into the Class Action. The First Amended Complaint alleges
8 causes of action for: (1) failure to pay wages including overtime as required by Labor Code
9 sections 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections
10 226.7, 512, and IWC Wage Orders; (3) failure to provide rest periods as required by Labor Code
11 sections 226.7, 512; (4) failure to pay timely wages required by Labor Code section 203; (5)
12 failure to provide accurate itemized wage statements as required by Labor Code section 226; (6)
13 for payment of wages via non-Labor Code compliant instrument as required by Labor Code
14 sections 212 and 213; (7) failure to indemnify necessary business expenses as required by Labor
15 Code section 2802; (8) violation of Business & Professions Code section 17200, et seq. and (9)
16 Private Attorney General Act of 2004 (“PAGA”). The First Amended Complaint is the operative
17 complaint in the Action (the “Operative Complaint”).

18 6. On March 13, 2023, Plaintiff dismissed the PAGA Action in Los Angeles Superior
19 Court Case No. 22STCV06401.

20 7. On October 11, 2023, the Parties engaged in private mediation with a well-
21 respected wage and hour class action mediator, David Phillips. Although the matter did not settle
22 at that time, the Parties continued their settlement efforts and eventually accepted the mediator
23 proposal on or about January 9, 2024. Prior to mediation, the Parties engaged in formal and
24 informal discovery, including exchange of relevant documents and information, including copies
25 of applicable wage and hour policies, Class and PAGA-related statistics, and time and pay records
26 for a sample set of Class Members. Plaintiff’s investigation was sufficient to satisfy the criteria for
27 court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801
28 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“Dunk/Kullar”).

1 8. The “Class” means all current and former non-exempt employees who were placed
2 by Culmin at STG sites in California during the Class Period December 13, 2017, to August 9,
3 2024. (Settlement Agreement ¶¶ 1.5-1.12). At the time of mediation, Defendants presented there
4 were approximately 3,932 Class Members who worked approximately 78,000 workweeks through
5 mediation, and the terms of which are fully memorialized in the Settlement Agreement.
6 (Settlement Agreement ¶¶ 4.1-9). At all times, the Parties’ negotiations were adversarial and
7 non-collusive. As of July 21, 2025 Ilym Group, Inc. will report 2,761 Participating Class
8 Members, representing 99.96% of the 2,762 Settlement Class Members.

9 9. In summary, Plaintiff’s Counsel performed a thorough investigation into the
10 claims at issue, which included: (1) determining Plaintiff’s suitability as private attorneys general
11 and class representative through interviews, background investigations, and analyses of
12 employment files and related records; (2) evaluating all of Plaintiff’s potential representative
13 claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of
14 the positions, and the type of employer; (4) analyzing employees’ time and wage records; (5)
15 reviewing Defendants’ employment policies and practices; (6) researching settlements in similar
16 cases and the prior settlement in this case; (7) evaluating Plaintiff’s claims and estimating
17 Defendants’ liability for purposes of settlement; (8) drafting the mediation brief; and (9)
18 participating in the mediation.

19 **Mediation**

20 10. As a result of the mediation, the parties agreed to settle this matter for a Gross
21 Settlement Amount (“GSA”) of \$850,000.00. Based on their own respective independent
22 investigations and evaluations, and after taking into account the sharply disputed factual and legal
23 issues involved in this matter, the risks attending further prosecution of the case, and the
24 monetary benefits received under the Settlement despite the questionable nature of the claims,
25 Plaintiff’s counsel is of the opinion that Settlement for the consideration and on the terms set
26 forth in the Settlement Agreement remains fair, reasonable and adequate and is in the best
27 interests of the Class Members.

28 11. Even without the presumption of fairness and reasonableness, the settlement is

1 clearly within the range of reasonableness as thoroughly discussed in detail in the motion for
2 preliminary approval, and as considered by the Court in granting preliminary approval

3 12. The settlement negotiations were hard-fought and conducted in good faith and at
4 arm's length between attorneys with substantial experience litigating class action and wage-and-
5 hour cases. The settlement was the product of a non-collusive settlement process. The final
6 settlement amount was reached as a result of reasonable compromises in light of these
7 considerations. The Parties entered into a long form Settlement Agreement which is now
8 presented for Court approval.

9 13. From Class Counsel's review of the facts, strengths, and weaknesses of the case,
10 the risks and delays posed by further litigation, and Class Counsel's own prior litigation
11 experience, Class Counsel believe that the recovery for each Class Member is fair and reasonable
12 taking into consideration the amounts received in other wage and hour class actions, the risks
13 inherent in litigation of this genre, and the reasonable.

14 14. Accounting for the risks of continued litigation and impediments to discovery,
15 Plaintiff determined that a settlement amounting to \$850,000.00 was fair and reasonable and the
16 court preliminarily agreed.

17 **The Claims**

18 15. The GSA is well within the acceptable range of reasonableness for the
19 claims of the Settlement Class Members. After analysis and review of Defendants' time and pay
20 record production and other payroll data, Class counsel estimates the overall value of the class
21 claims at approximately \$2,343,231 in damages and reimbursed expenses should Plaintiff prevail
22 at the class certification stage and at trial and survive any appeals and win on all claims and be
23 awarded maximum damages for call class members for all shifts, and that certain assumptions and
24 extrapolations were confirmed with further discovery. This amount could reasonably be reduced
25 by 50% to account for the risks of continued litigation and not prevailing on one or more claims.
26 Penalties could be approximately \$5,568,514 as discussed below which could be reduced even
27 further based upon Defendants' good faith arguments.

28 16. There were an estimated 77,488 workweeks during the class period and

1 approximately 43,273 pay periods during the PAGA Period. The average numbers of hours per
2 shift was approximately 7.8 hours, approximately 4.6 days worked per workweek and the average
3 regular rate was approximately \$19.26. The value of the failure to pay wages for off the clock
4 work was valued at approximately \$981,332.500 at 1/2 hour per workweek with 67.4% of these
5 hours at the overtime rate. Approximately 98.9% of shifts greater than 5 hours had a recorded first
6 meal break of at least 30 minutes. Less than 1.1% of shifts did not have a recorded meal and 8.4%
7 had a recorded meal of less than 30 minutes. Approximately 14.8% of these shifts had meals
8 recorded after the end of the fifth hour. Therefore, the meal period violation rate was calculated at
9 approximately 50,595 shifts X \$19.26 = \$974,459. Defendants also potentially owe class
10 members \$13,731,157 for approximately 3,053 termed employees assuming all employees were
11 not paid wages for 30 days. This number is reduced by a reasonable 75% to \$3,432,789 based on
12 the good faith defense, the fact that not all termed employees were owed wages, and that not all
13 termed employees were owed wage for the full 30 days. Assuming many employees did not
14 actually work off the clock each and every day or workweek, the difficulty of proving off the
15 clock work for each and every shift, and that over 85% received their meal breaks and on time, the
16 75% reduction is reasonable. The rest break claim provided little to no value. The expense
17 reimbursement claim was valued at \$387,440 assuming \$20 reimbursement per month X 19,372
18 possible months. The value of the LC 226 claim was valued at \$1,053,900, assuming a 25%
19 violation rate based assuming approximately 15% of class members could prove issues with their
20 meal period, and that these issues are proven to be a violation of the wage statement laws. This
21 amount could be much higher, but given the good faith defenses, and the fact that the pay stubs
22 themselves appeared facially complaint, this asserted value is reasonable. Defendants also
23 potentially owe class members \$1,081,825 in PAGA penalties assuming a violations can be
24 proven for each pay of the approximately 43,273 pay periods, and assuming a reasonable \$25.00
25 per pay period assessment. Of course, this number could be much higher if stacking and higher
26 penalties were assessed. However, given the review of the time and pay records, coupled with
27 defendants' defense, and facially compliant policies.

28 17. As a result, the GSA of \$850,000.00 represents a reasonable recovery and

1 approximately 36% of the overall potential damages and reimbursement value and approximately
2 reduced to 10% of the overall value assuming penalties were awarded as discussed herein. This
3 recovery could easily be much higher if at trial PAGA penalties were reduced or damages for
4 certain pay periods or workweeks could not be proven for certain individuals. The proposed GSA
5 is within the “ballpark of reasonableness” and should be approved. Counsel for Plaintiff believe
6 that this is a fair and reasonable Settlement in light of the complexities of the case, the state of the
7 law and uncertainties of class certification and litigation, the policies and practices Defendants has
8 had in place or implemented during the purported liability period, and the benefit to be recovered
9 for the Class. Given the risks inherent in litigation, this settlement is fair, adequate, and
10 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

11 18. Based on the estimated Net Settlement Amount of \$457,518.39, the Participating
12 Class Members will receive an estimated average gross payment of \$165.65, with the estimated
13 highest gross payment being \$2,133.96, and the estimated lowest gross payment being \$6.17.

14 19. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs
15 or Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a
16 guaranteed amount of money paid to Class Members now, rather than the continued risk of further
17 litigation and receiving no money sometime in the far future and after trial and appeals.

18 20. Pursuant to the Agreement, 25% of the PAGA Payment (\$15,000.00) will be
19 allocated to Aggrieved Employees regardless of whether they opt out of the class settlement.
20 Aggrieved Employees cannot opt out of the PAGA settlement. There are 1,114 Aggrieved
21 Employees who worked a total of 39,411 pay periods during the PAGA Period.

22 21. Aggrieved employees will receive an estimated average gross payment of \$13.46,
23 with the estimated highest gross payment being \$72.70, and the estimated lowest gross payment
24 being \$0.38.

25 22. I believe that the consideration and terms set forth in the Settlement Agreement is
26 fair, reasonable, and adequate and are in the best interests of the Class in light of all known facts
27 and circumstances, including the various defenses asserted by Defendants, and numerous potential
28 appellate issues. In addition, the prospect of a potential adverse summary judgment ruling, as well

1 as the uncertainty of class certification, the difficulties of complex litigation, the lengthy process
2 of establishing specific damages and various possible delays and appeals, were also carefully
3 considered in agreeing to the proposed Settlement.

4 23. Further, beyond the risk of an adverse ruling on the merits or certification, Class
5 Counsel considered the fact that continued litigation would likely take years and would be
6 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
7 appellate proceedings are likely to occur, which will surely drag the case far into the future even
8 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
9 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
10 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
11 Given these realities, it is highly likely that the future expense of this litigation, and its likely
12 duration if the settlement is not approved, would be significant and weigh heavily in favor of
13 approval of this settlement.

14 24. Given the risks inherent in litigation, this settlement is fair, adequate, and
15 reasonable and is in the best interests of the Class, and should be finally approved.

16 **Experience of Class Counsel**

17 25. My practice is limited exclusively to litigation, focusing on the representation of
18 employees in wage and hour and consumer class action matters. I have a great deal of experience
19 in wage and hour class action litigation. I have obtained certification of several classes, I have
20 been approved as class counsel in many other wage/hour class actions, and I am currently
21 litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the
22 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
23 and facts to those associated with this action:

- 24 ○ *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-
25 01754.
- 26 ○ *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 27 ○ *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

- ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709.
- ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.

- 1 ○ ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC
- 2 330145.
- 3 ○ ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No.
- 4 CGC-07-461612.
- 5 ○ ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
- 6 07CC00015.
- 7 ○ ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case
- 8 No. 07CC01347.
- 9 ○ ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case
- 10 No. BC387088.
- 11 ○ ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour***
- 12 ***Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
- 13 ○ ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
- 14 Case No. 30-2013-00694012-CU-OE-CXC.
- 15 ○ ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 16 ○ ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
- 17 00637062-CU-OE-CXC.
- 18 ○ ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
- 19 00653425-CU-OE-CXC.
- 20 ○ ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- 21 ○ ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
- 22 0009616.
- 23 ○ ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
- 24 CXC.
- 25 ○ ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-
- 26 2012-00611260.
- 27 ○ ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 28 ○ ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-*

1422 JVS (DFMx);

- ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case No. BC55429;
- ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case No. RIC1800119;
- ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No. 21CV384527;
- ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No. 30-2015-00817941;
- ***Shay v. Apple, Inc.***, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- ***Milligan v. CWI, Inc.***, San Bernardino Superior Court Case No. CIVDS 2013999;
- ***Aguilar v. LDI Mechanical, Inc.***, Riverside County Case No. RIC1610019;
- ***Abron v. University Healthcare Alliance***, Alameda County Superior Court Case No. RG20066438;
- ***Benson v. F21 Opco, LLC***, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- ***Allen v. Creative Stone Mfg., Inc.***, San Bernardino County Superior Court Case No. CIVSB2201498;
- ***Santamaria v. Bright Horizons Children's Center***, San Bernardino County Superior Court Case No. CIVSB2210140;
- ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;

- ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;

- *Montgomery v. Copart, Inc.*, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- *Vizcarra-McNamee v. Nordstrom, Inc.*, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- *Ayers v. Cherry Hill Programs, Inc.*, Fresno County Superior Court Case No. 20CECG00821;
- *Sleeper v. Boot Barn, Inc.*, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- *Pulido-Dias v. Dirt Cheap, Inc.*, San Bernardino County Superior Court Case No. CIVDS1719694;
- *Villanueva v. Nordstrom, Inc.*, San Bernardino County Superior Court Case No. CIVDS1918706;
- *Bryson v. Madame Tussauds, et al.*, Los Angeles County Superior Court Case No. 19STCV33514
- *Hightower v. Levy Premium, et al.*, Santa Clara County Superior Court Case No. 19CV359262;
- *Marquez v. Maxim Crane Works, L.P., et al*, Los Angeles County Superior Court Case No. 19STCV39548;
- *Rovira v. Silverado Senior Living Management, Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- *Hallum, et al. v. FCA US, LLC*, San Bernardino County Case No. CIVDS1936782;
- *Martinez v. Placer Title Co., et al.*, Kern County Case No. BCV-19-103486;
- *Torres v. Van Law Food Products, Inc.*, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- *Holmes v. Pet Food Express, LLC*, Alameda County Case No. 22CV014140;
- *Ventura v. Conduent Commercial Solutions, LLC*, Kern County Case No. BCV-22-102043;

- **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.
- **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No. CIV20002076;
- **Ayala, et al., v. Macy's West Stores, Inc.**, Los Angeles County Case No. 20STCV34182;
- **Wallen, et al. v. United Rentals (North America), Inc., et al.**, Stanislaus County Case No. CV-22-000399;
- **Granados v. Hyatt Corporation**, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- **Vigil v. Hyatt Corporation**, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- **Garcia v. U.S. Best Ingredients, Inc.**, Los Angeles Superior Court Case No. 21TRCV00813.

1 **Reasonableness of Attorneys' Fees**

2 26. Here, the Parties' agreement to pay Class Counsel Fees of \$ 283,333.33 (33.33%
3 of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the Class
4 in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency
5 fee basis. The legal issues raised drew significantly upon my experience and the extensive review
6 and analysis of documents and information by me and others at my firm. In a complex action
7 such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate
8 for contingency fees.

9 27. Here, Class Counsel has spent approximately 251.20 hours litigating this matter
10 and finalizing the Settlement for a combined lodestar value of approximately \$201,737.00. Over
11 the course of this litigation, three professionals billed time toward the matter. Greg Mauro, James
12 Hawkins, and Michael Calvo, all attorneys at the firm, collectively devoted significant time to the
13 case. Greg Mauro contributed 118.80 hours at an average hourly rate of \$850, generating unbilled
14 time valued at \$100,980.00. James Hawkins recorded 86.30 hours at an average rate of
15 approximately \$1,050 per hour, totaling \$90,615.00 in unbilled time. Melissa Whitson, a
16 paralegal, logged 46.10 hours at an average hourly rate of approximately \$220, resulting in
17 \$10,142.00 of unbilled time. In total, the team devoted 251.20 billable hours to this matter.

18 In light of the facts and circumstances of this matter, as well as the results that Class
19 Counsel have achieved, Class Counsel have spent a reasonable number of hours performing work
20 on this matter. In addition, Class Counsel will continue to perform work on this matter through
21 the date of final approval and in connection with the implementation of the Settlement and thus
22 respectfully request the Court apply a modest multiplier of 1.4. Where "exceptional effort
23 produced an exceptional benefit," a fee award may be enhanced. *Thayer v. Wells Fargo* 92 Cal.
24 App. 4th at 838; *In re Vitamin Cases*, 110 Cal. App. 4th 1041, 1058-1059 (2003) (high-quality
25 work from counsel supports multiplier).

26 28. In addition to the requested attorneys' fees, our office has expended a total of
27 **\$20,398.28** in costs in prosecuting this action. These costs have been necessary costs associated
28 with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court

1 grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true
2 and correct copy of Class Counsel James Hawkins costs bill.

3 29. Despite the complexity of the case, Class Counsel has, through the investment of
4 substantial effort and the resources of my law firm been able to secure an outstanding settlement
5 on behalf of the Class. Plaintiff would have faced substantial legal and factual obstacles in
6 demonstrating that class certification was appropriate. Plaintiff would also have been required to
7 establish a significant amount of witness testimony, pattern and practice evidence, statistical
8 evidence, sampling evidence, expert testimony, and other evidence in order to present their case
9 both at the class certification stage and trial. Defendants has vigorously contested liability, the
10 amount of claimed damages, and the propriety of class certification, and would have continued to
11 do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate and
12 in the best interests of the Class. The fairness and adequacy of the Settlement is confirmed by all
13 known facts and circumstances, including the risk of significant delay and uncertainty associated
14 with litigation, the various defenses asserted by Defendants, and numerous potential appellate
15 issues.

16 **Reasonableness of the Class Representative Service Payment**

17 30. The parties request payment of an Class Representative Service Payment from the
18 Gross Settlement Amount to the Class Representative in the amount of \$10,000.00 in addition to
19 the payment he is otherwise entitled to receive as a Class Member. The proposed Class
20 Representative Service Payment is reasonable compensation given the time and effort that the
21 named Plaintiff devoted to this case; the valuable assistance they provided to Class Counsel; and
22 the fact that they entered into a general release of claims that is broader than the release of the
23 Class.

24 31. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
25 including providing factual background for the Class Complaint; reviewing the relevant
26 documents, and Complaint; participating in phone calls with their lawyers to discuss litigation and
27 settlement strategy; and reviewing the settlement documents. Plaintiff agreed to participate in this
28 case with no guarantee of personal benefit. Attached hereto as **Exhibit D** is a true and correct copy

1 of the declaration of Plaintiff Mata Lopez.

2 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
3 23, 2025 at Irvine, California.

4 
5 _____
6 James R. Hawkins

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Exhibit A

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JAMES HAWKINS APLC
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Gregory Mauro (#222239)
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Attorneys for Plaintiff BEATRIZ F. MATA LOPEZ,
individually and on behalf of all others similarly situated

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

BEATRIZ F. MATA LOPEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

CULMIN STAFFING GROUP, INC., a
Delaware Corporation; EMPLOYERS HR
LLC, a Florida Limited Liability Company;
STG LOGISTICS, INC., a California
Corporation; and DOES 1-50, inclusive,

Defendants.

CASE NO.: 21STCV45423

Assigned For All Purposes To:
Judge: David S. Cunningham
Dept.: 11

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 13, 2025
Time: 10:00 AM
Dept.: 11

FILED
Superior Court of California
County of Los Angeles
02/13/2025
David W. Stoyke, Executive Officer / Clerk of Court
By: T. Lewis Deputy

ORDER

This matter came on for hearing on February 13, 2025 at 10:00 AM in Department 11 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Settlement Agreement and Stipulation To Resolve Class Action And PAGA Claims (hereinafter “Settlement Agreement”).

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Mata Lopez v. Culmin Staffing Group, Inc. et al.*, Los Angeles County Superior
5 Court No. 21STCV45423 (the "Lawsuit") and all terms used herein shall have the same meanings
6 as set forth in the Settlement Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendants have agreed to a non-reversionary GSA of \$850,000.00
13 with STG Logistics, Inc. paying \$475,000 and Defendant Culmin Staffing Group, Inc. paying
14 \$375,000. The GSA includes without limitation any and all payments Defendants may be
15 responsible for under the Settlement, including any Class Counsel Fees Payment, Class
16 Representative Service Payment, the Class Member Payments, the PAGA Payment (which includes
17 payment to the LWDA), Administrator Expenses Payment, and all payroll taxes (excluding
18 employer-side payroll taxes) due and owing as a result of the Settlement.

19 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
20 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
21 acting as the Class Representative.

22 The Court hereby appoints, for settlement purposes, Plaintiff Beatriz F. Mata Lopez as the
23 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
24 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
25 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

27 The Court finds that the proposed manner of class notice is adequate.

28 The Court approves ILYM Group, Inc., to serve as the Settlement Administrator.

1 The Court further hereby approves, as to form and content, the proposed Notice of Class
2 Action Settlement and Orders the notice to be mailed to the Settlement Class.

3 The Court finds that the Notice of Class Action Settlement constitutes the best notice
4 practicable under the circumstances, is in full compliance with the laws of the State of California
5 and, to the extent applicable, the United States Constitution and the requirements of due process.
6 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
7 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
8 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
9 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
10 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
11 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
12 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
13 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
14 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
15 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
16 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
17 documentation in support of or in opposition to and appear in connection with said hearing.

18 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
19 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
20 last known address of the Settlement Class, as specifically described within the Settlement
21 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
22 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:
23 Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement,
24 Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
25 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class
26 Data in confidence, use the Class Data only for purposes of this Settlement and for no other
27 purpose, and restrict access to the Class Data to Administrator employees who need access to the
28 Class Data to effect and perform under this Agreement. Defendants have a continuing duty to

1 immediately notify Class Counsel if they discover that the Class Data omitted class member
2 identifying information and to provide corrected or updated Class Data as soon as reasonably
3 feasible. No later than three (3) business days after receipt of the Class Data, the Administrator
4 shall notify Class Counsel that the list has been received and state the number of Class Members,
5 PAGA Members, Workweeks, and Pay Periods in the Class Data. Using best efforts to perform as
6 soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the
7 Administrator will send to all Class Members identified in the Class Data, via first-class United
8 States Postal Service ("USPS") mail, the Class Notice [with Spanish translation,] substantially in
9 the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall
10 prominently estimate the dollar amounts of any Individual Class Payment and/or Individual
11 PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay
12 Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the
13 Administrator shall update Class Member addresses using the National Change
14 of Address database.

15 IT IS FURTHER ORDERED that Not later than five (5) business days after the
16 Administrator's receipt of any Class Notice returned by the USPS as undelivered, the
17 Administrator shall remail the Class Notice using any forwarding address provided by the USPS.
18 If the USPS does not provide a forwarding address, the Administrator shall conduct a Class
19 Member Address Search, and re-mail the Class Notice to the most current address obtained. The
20 Administrator has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 IT IS FURTHER ORDERED The Class Notice will include a procedure by which a Class
23 Member may dispute the number of workweeks allocated to the Class Member by submitting a
24 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
25 expiration of the Notice Period ("Workweek Dispute"). To the extent the Workweek Dispute cannot
26 be resolved amongst the Parties, the Court will make a final and binding determination of any
27 unresolved dispute. Each Class Member shall have sixty (60) days after the Administrator mails the
28 Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-

1 mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to
2 the Class Member in the Class Notice.

3 IT IS FURTHER ORDERED that Class Members who wish to exclude themselves (opt-
4 out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
5 Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice
6 (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A
7 Request for Exclusion is a letter from a Class Member or his/her representative that reasonably
8 communicates the Class Member's election to be excluded from the Settlement and includes the
9 Class Member's name, address and email address or telephone number. To be valid, a Request for
10 Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

11 IT IS FURTHER ORDERED Only Participating Class Members may object to the class
12 action components of the Settlement and/or this Agreement, including contesting the fairness of
13 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
14 Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class
15 Members may send written objections to the Administrator, by fax, email, or mail. In the
16 alternative, Participating Class Members may appear in Court (or hire an attorney to appear in
17 Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member
18 who elects to send a written objection to the Administrator must do so not later than sixty (60)
19 days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days
20 for Class Members whose Class Notice was remailed). Non-Participating Class Members have no
21 right to object to any of the class action components of the Settlement.

22 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
23 August 14, 2025 at 10:00 am before the Honorable David S. Cunningham in Department 11.
24 At the Final Approval hearing, the Court will determine whether the Settlement should be finally
25 approved as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order
26 and any other applicable legal prerequisites to Judgment are satisfied. The Court will also determine
27 the amount properly payable for (i) Class Counsel Fees Payment, (ii) Class Representative Service
28 Payment, (iii) Administrator Expenses Payment, (iv) Class Member Payments; and (v) the PAGA

1 Payments.

2 IT IS FURTHER ORDERED Not later than sixteen (16) court days before the calendared
3 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
4 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.
5 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
6 Approval”).

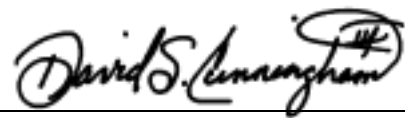
7 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
8 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
9 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
10 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
11 the *status quo ante* rights of the Parties to the litigation as more specifically set forth in the
12 Settlement Agreement.

13 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
14 this matter except those contemplated herein and in the Settlement Agreement are stayed.

15 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
16 Hearing from time to time without further notice to the Class.

17 **IT IS SO ORDERED.**

18
19 02/13/2025
20 Dated: _____, ~~2025~~



Honorable David S. Cunningham
JUDGE OF THE SUPERIOR COURT

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Exhibit B

CLASS ACTION AND PAGA SETTLEMENT

AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Beatriz F. Mata Lopez (“Plaintiff”) and defendants Culmin Staffing Group, Inc. (“Culmin”) and STG Logistics, Inc. (“STG”), (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Beatriz F. Mata Lopez v. Culmin Staffing Group, Inc. and STG Logistics, Inc., et al.*, Case Nos. 21STCV45423 initiated on December 13, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who were placed by Culmin at STG sites in California during the PAGA Period.
- 1.5. “Class” means all current and former non-exempt employees who were placed by Culmin at STG sites in California during the Class Period..
- 1.6. “Class Counsel” means James R. Hawkins, Esq., Gregory Mauro, Esq., Michael Calvo, Esq., Lauren Falk, Esq., and Ava Issary, Esq. of James Hawkins APLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Culmin’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from December 13, 2017, to August 9, 2024.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Culmin” means named Defendant Culmin Staffing Group, Inc.
- 1.17. “Defendants” means named Defendant Culmin Staffing Group, Inc. and STG Logistics, Inc.
- 1.18. “Defense Counsel” means Robert S. Blumberg, Esq., Shiva Shirazi Davoudian, Esq., and Alexandra Bernstein, Esq. of Littler Mendelson, P.C. for STG and William M. Turner, Esq. and Asha Dhillon, Esq. of Turner Dhillon LLP for Culmin.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and

(b) the Judgment is final and no longer appealable. For purposes of this 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, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a 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 Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement 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 Agreement is affirmed.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23. “Gross Settlement Amount” means \$850,000.00, plus a proportionate amount of any employer side payroll taxes which is the total amount Defendants agree to pay under the Settlement, with STG paying \$475,000 and Culmin paying \$375,000, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.24. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from December 13, 2020, to August 9, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means Plaintiff’s December 13, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35. “PAGA Penalties” means the total amount of Sixty Thousand Dollars, (\$60,000.00), to be paid from the Gross Settlement Amount as PAGA civil penalties, with 25% (i.e. \$15,000.00) allocated to the Aggrieved Employees, and the 75% (i.e. \$45,000.00) allocated to LWDA, as civil penalties in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.37. “Plaintiff” means Beatriz F. Mata Lopez, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46. “STG” means collectively, Defendant STG Logistics, Inc. and St. George Trucking & Warehousing, Inc.
- 1.47. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

1 **2. RECITALS.**

2 On December 13, 2021, Plaintiff commenced this Action by filing a Complaint alleging
3 causes of action against Defendants for: (1) failure to pay wages including overtime as
4 required by Labor Code sections 510 and 1194; (2) failure to provide meal periods as
5 required by Labor Code sections 226.7, 512, and IWC Wage Orders; (3) failure to
6 provide rest periods as required by Labor Code sections 226.7, 512; (4) failure to pay
7 timely wages required by Labor Code section 203; (5) failure to provide accurate
8 itemized wage statements as required by Labor Code section 226; (6) for payment of
9 wages via non-Labor Code compliant instrument as required by Labor Code sections
10 212 and 213; (7) failure to indemnify necessary business expenses as required by Labor
11 Code section 2802; and (8) violation of Business & Professions Code section 17200, *et*
12 *seq.* (“Class Action”). On February 18, 2022, Plaintiff filed a separate PAGA
13 Representative Complaint Pursuant to the Private Attorneys General Act (Labor Code
14 §§ 2698 *et seq.*), Los Angeles Superior Court Case No. 22STCV06401, seeking civil
15 penalties pursuant to the PAGA against (“PAGA Action”). On March 9, 2023, Plaintiff
16 filed the operative First Amended Complaint in the Class Action, adding a ninth cause
17 of action for penalties pursuant to the PAGA and consolidating the allegations in the
18 PAGA Action into the Class Action. The First Amended Complaint alleges causes of
19 action for: (1) failure to pay wages including overtime as required by Labor Code
20 sections 510 and 1194; (2) failure to provide meal periods as required by Labor Code
21 sections 226.7, 512, and IWC Wage Orders; (3) failure to provide rest periods as
22 required by Labor Code sections 226.7, 512; (4) failure to pay timely wages required
23 by Labor Code section 203; (5) failure to provide accurate itemized wage statements
24 as required by Labor Code section 226; (6) for payment of wages via non-Labor Code
25 compliant instrument as required by Labor Code sections 212 and 213; (7) failure to
26 indemnify necessary business expenses as required by Labor Code section 2802; (8)
27 violation of Business & Professions Code section 17200, *et seq.* and (9) Private
28 Attorney General Act of 2004 (“PAGA”). The First Amended Complaint is the

operative complaint in the Action (the “Operative Complaint”). On March 13, 2023, Plaintiff dismissed the PAGA Action in Los Angeles Superior Court Case No. 22STCV06401. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.2. On October 11, 2023, the Parties participated in an all-day mediation presided over by David Phillips but were unable to reach a resolution. After the mediation, with the help of the mediator, the Parties engaged in further settlement discussions which ultimately led to this Agreement to settle the Action via a mediator’s proposal.

2.3. Prior to mediation, the Parties engaged in formal and informal discovery, including exchange of relevant documents and information, including copies of applicable wage and hour policies, Class and PAGA-related statistics, and time and pay records for a sample set of Class Members. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 (“*Dunk/Kullar*”).

2.4. The Court has not granted class certification.

2.5. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff, the Class or Aggrieved Employees have merit or that Defendants bear any liability to Plaintiff, the Class or Aggrieve Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, , STG promises to pay \$475,000 and Culmin promises to pay \$375,000, for a total of \$850,000.00, plus each Defendant shall pay a proportionate amount of any employer side payroll taxes and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment

1 using IRS Form 1099. Plaintiff assumes full responsibility and liability for
2 employee taxes owed on the Class Representative Service Payment. Any denial
3 or modification of the Class Representative Service Payment by the Court to
4 the requested amount of the Class Representative Service Payment will not
5 invalidate this Settlement, and is not grounds for appeal.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third,
7 which is currently estimated to be \$283,333.33 and a Class Counsel Litigation
8 Expenses Payment of not more than Twenty-five Thousand Dollars,
9 (\$25,000.00.) Defendants will not oppose requests for these payments provided
10 that do not exceed these amounts. Class Counsel will file a motion for Class
11 Counsel Fees Payment and Class Litigation Expenses Payment no later than
12 sixteen (16) court days prior to the Final Approval Hearing. If the Court
13 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will
15 allocate the remainder to the Net Settlement Amount. Released Parties shall
16 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
17 any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
18 Litigation Expenses Payment. The Administrator will pay the Class Counsel
19 Fees Payment and Class Counsel Expenses Payment using one or more IRS
20 1099 Forms. Class Counsel assumes full responsibility and liability for taxes
21 owed on the Class Counsel Fees Payment and the Class Counsel Litigation
22 Expenses Payment and holds Defendants harmless, and indemnifies
23 Defendants, from any dispute or controversy regarding any division or sharing
24 of any of these payments. Any denial or modification of the Class Counsel Fee
25 Payment and/or Class Counsel Litigation Expenses Payment by the Court to the
26 requested amount of the Class Counsel Fee Payment and/or Class Counsel
27 Litigation Expenses Payment will not invalidate this Settlement, and is not
28 grounds for appeal.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$25,000 except for a showing of good cause and as approved by the Court. To
3 the extent the Administration Expenses are less or the Court approves payment
4 less than \$25,000, the Administrator will retain the remainder in the Net
5 Settlement Amount for distribution to Participating Class Members.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
7 by (a) dividing the Net Settlement Amount by the total number of Workweeks
8 worked by all Participating Class Members during the Class Period and (b)
9 multiplying the result by each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
11 Class Member's Individual Class Payment will be allocated to
12 settlement of wage claims (the "Wage Portion"). The Wage Portions
13 are subject to tax withholding and will be reported on an IRS W-2 Form.
14 40% of each Participating Class Member's Individual Class Payment
15 will be allocated to settlement of claims for interest, and 40% of each
16 Participating Class Member's Individual Class Payment will be
17 allocated to settlement of claims for penalties (the "Non-Wage
18 Portion"). The Non-Wage Portions are not subject to wage withholdings
19 and will be reported on IRS 1099 Forms. Participating Class Members
20 assume full responsibility and liability for any employee taxes owed on
21 their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
23 Class Payments. Non-Participating Class Members will not receive any
24 Individual Class Payments. The Administrator will retain amounts
25 equal to their Individual Class Payments in the Net Settlement Amount
26 for distribution to Participating Class Members on a pro rata basis.

27 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
28 Sixty Thousand Dollars, (\$60,000.00) to be paid from the Gross Settlement

Amount, with 75%, Forty-Five Thousand Dollars (\$45,000.00) allocated to the LWDA PAGA Payment and 25% to the Aggrieved Employees, Fifteen Thousand Dollars (\$15,000.00) = allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties, Fifteen Thousand Dollars (\$15,000.00), by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that as there are approximately 3,932 Class Members who worked approximately 77,488 Workweeks between December 13, 2017, and October 26, 2023, and 2,234 of Aggrieved Employees as of October 26, 2023.

4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class

Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant STG shall fund \$475,000 of the Gross Settlement Amount, and Culmin shall fund \$375,000 of the Gross Settlement Amount, and also fund the amounts necessary to fully pay each Defendant's respective share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount according to the allocations set forth in Paragraph 4.3 herein, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-

1 Participating Class Members who qualify as Aggrieved Employees (including
2 those for whom Class Notice was returned undelivered). The Administrator
3 may send Participating Class Members a single check combining the
4 Individual Class Payment and the Individual PAGA Payment. Before mailing
5 any checks, the Settlement Administrator must update the recipients' mailing
6 addresses using the National Change of Address Database. If a Participating
7 Class Member's or Aggrieved Employee's check is not cashed within 120
8 days after its last mailing to the affected individual, the Administrator will
9 also send the individual a notice informing him or her that unless the check is
10 cashed by the void date, it will expire and become non-negotiable, and offer to
11 replace the check if it was lost or misplaced but not cashed.

12 4.4.2. The Administrator must conduct a Class Member Address Search for all other
13 Class Members whose checks are returned undelivered without USPS
14 forwarding address. Within seven (7) days of receiving a returned check the
15 Administrator must re-mail checks to the USPS forwarding address provided or
16 to an address ascertained through the Class Member Address Search. The
17 Administrator need not take further steps to deliver checks to Class Members
18 whose re-mailed checks are returned as undelivered. The Administrator shall
19 promptly send a replacement check to any Class Member whose original check
20 was lost or misplaced, requested by the Class Member prior to the void date.

21 4.4.3. For any Class Member whose Individual Class Payment check or Individual
22 PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to the
24 California Controller's Unclaimed Property Fund in the name of the Class
25 Member thereby leaving no "unpaid residue" subject to the requirements of
26 California Code of Civil Procedure Section 384, subd. (b).

27 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
28 shall not obligate Defendants to confer any additional benefits or make any

additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released in Paragraphs 6.2 and 6.3, below ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

1 *release, and that if known by him or her would have materially affected his or*
2 *her settlement with the debtor or Released Party.*

3 6.2. Release by Participating Class Members: All Participating Class Members, on behalf
4 of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, release Released Parties from:
6 (i) all claims that were alleged, or reasonably could have been alleged, based on the
7 Class Period facts stated in the Operative Complaint and ascertained in the course of
8 the Action, including, (1) failure to pay wages, including minimum wages, regular
9 wages, paid sick leave pay, and overtime as required by Labor Code sections 246, 510
10 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7,
11 512; (3) failure to provide rest periods as required by Labor Code sections 226.7, 512;
12 (4) failure to pay timely wages required by Labor Code section 203; (5) failure to
13 provide accurate itemized wage statements as required by Labor Code section 226; (6)
14 failure to pay wages via Labor Code compliant instrument as required by Labor Code
15 sections 212 and 213; (7) failure to indemnify necessary business expenses as required
16 by Labor Code section 2802; and (8) violation of Business & Professions Code section
17 17200, et seq., and those claims predicated on the same or similar facts and/or claims
18 alleged in the Action by Plaintiff in or prior to the Action, and claims for interest,
19 penalties, pursuant to the California Labor Code and California Industrial Welfare
20 Commission, wages for violations of Labor Code sections 201, 201.3, 201.5, 201.6,
21 201.9, 202, 203, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1175,
22 1194, 1197, 1197.1, 1198, 17200, 2698, 2699, 2802, and applicable IWC Wage Orders,
23 and California Code of Regulations, Title 8, section 11000 *et seq.* Except as set forth
24 in Section 6.3 of this Agreement, Participating Class Members do not release any other
25 claims, including claims for vested benefits, wrongful termination, violation of the Fair
26 Employment and Housing Act, unemployment insurance, disability, social security,
27 workers' compensation, or claims based on facts occurring outside the Class Period.
28

6.3. Release by All Aggrieved Employees: The State of California, LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action including: (1) failure to pay wages including minimum wages, regular wages, paid sick leave pay, and overtime as required by Labor Code sections 246, 510 and 1194; (2) failure to provide meal periods as required by Labor Code sections 226.7, 512; (3) failure to provide rest periods as required by Labor Code sections 226.7, 512; (4) failure to pay timely wages required by Labor Code section 203; (5) failure to provide accurate itemized wage statements as required by Labor Code section 226; (6) failure to pay wages via Labor Code compliant instrument as required by Labor Code sections 212 and 213; (7) failure to indemnify necessary business expenses as required by Labor Code section 2802; (8) violation of Business & Professions Code section 17200, et seq.; and (9) civil penalties under PAGA as to the related underlying claims as asserted in the Action, and those claims predicated on the same or similar facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action, and claims for interest, penalties, pursuant to the California Labor Code and California Industrial Welfare Commission, wages for violations of Labor Code sections 201, 201.3, 201.5, 201.6, 201.9, 202, 203, 212, 213, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 17200, 2698, 2699, 2802, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*

The express purpose of this Settlement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released PAGA

Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on behalf of the LWDA is completely and forever foreclosed. All Aggrieved Employees will be bound by the settlement of the PAGA claims being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check. Any Party to this Agreement may use the Settlement to assert that this Settlement and the Judgment to be entered by the Court following approval by this Settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time during the PAGA Period.

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

7.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or

1 potential conflicts of interest with Class Members and/or the Administrator; (v) a
2 signed declaration from each Class Counsel firm attesting to its competency to
3 represent the Class Members; its timely transmission to the LWDA of all necessary
4 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a),
5 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
6 Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement
7 showing all modifications made to the Model Agreement ready for filing with the
8 Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class
9 Members and the Administrator. In their Declarations, Plaintiff and Class Counsel
10 Declaration shall aver that they are not aware of any other pending matter or action
11 asserting claims that will be extinguished or adversely affected by the Settlement.

12 7.2. Culmin and STG Declaration's in Support of Preliminary Approval. Within fifteen
13 (15) days of the full execution of this Agreement, Defendants will prepare and deliver
14 to Class Counsel a signed Declaration from Culmin and STG and Defense Counsel
15 disclosing all facts relevant to any actual or potential conflicts of interest with the
16 Administrator. In their Declarations, Defense Counsel and Culmin and STG shall aver
17 that they are not aware of any other pending matter or action asserting claims that will
18 be extinguished or adversely affected by the Settlement.

19 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
20 for expeditiously finalizing and filing the Motion for Preliminary Approval no later
21 than thirty (30) days after the full execution of this Agreement; obtaining a prompt
22 hearing date for the Motion for Preliminary Approval; and for appearing in Court to
23 advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
24 for delivering the Court's Preliminary Approval to the Administrator.

25 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
26 Preliminary Approval and/or the supporting declarations and documents, Class
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
28 by meeting in person or by telephone, and in good faith, to resolve the disagreement.

1 If the Court does not grant Preliminary Approval or conditions Preliminary Approval
2 on any material change to this Agreement, Class Counsel and Defense Counsel will
3 expeditiously work together on behalf of the Parties by meeting in person or by
4 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
5 concerns.

6 **8. SETTLEMENT ADMINISTRATION.**

- 7 8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to
8 serve as the Administrator and verified that, as a condition of appointment, ILYM
9 Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all
10 duties specified in this Agreement in exchange for payment of Administration
11 Expenses. The Administrator's duties will include preparing, printing, and mailing the
12 Class Notice Packet to all Class Members; conducting a National Change of Address
13 search to update Class Member addresses before mailing the Class Notice Packets; re-
14 mailing Class Notice Packets that are returned to the Class Member's new address;
15 setting up a toll-free telephone number and email and a fax number to receive
16 communications from Class Members; receiving and reviewing for validity completed
17 Requests for Exclusion; providing the Parties with weekly status reports about the
18 delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and
19 disputes; calculating Individual Class Payments and Individual PAGA Payments;
20 issuing the checks to effectuate the payments due under the Settlement; issuing the tax
21 reports required under this Settlement; and otherwise administering the Settlement
22 pursuant to this Agreement. The Parties and their Counsel represent that they have no
23 interest or relationship, financial or otherwise, with the Administrator other than a
24 professional relationship arising out of prior experiences administering settlements.
- 25 8.2. Employer Identification Number. The Administrator shall have and use its own
26 Employer Identification Number for purposes of calculating payroll tax withholdings
27 and providing reports state and federal tax authorities.
28

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

8.4. Notice to Class Members.

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

8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3. Not later than five (5) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5. If the Administrator, Defendants' Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

1 8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
2 fails to contain all the information specified in the Class Notice. The
3 Administrator shall accept any Request for Exclusion as valid if the
4 Administrator can reasonably ascertain the identity of the person as a Class
5 Member and the Class Member's desire to be excluded. The Administrator's
6 determination shall be final and not appealable or otherwise susceptible to
7 challenge. If the Administrator has reason to question the authenticity of a
8 Request for Exclusion, the Administrator may demand additional proof of the
9 Class Member's identity. The Administrator's determination of authenticity
10 shall be final and not appealable or otherwise susceptible to challenge.

11 8.5.3. Every Class Member who does not submit a timely and valid Request for
12 Exclusion is deemed to be a Participating Class Member under this Agreement,
13 entitled to all benefits and bound by all terms and conditions of the Settlement,
14 including the Participating Class Members' Releases under Paragraphs 6.2 and
15 6.3 of this Agreement, regardless whether the Participating Class Member
16 actually receives the Class Notice or objects to the Settlement.

17 8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
18 a Non-Participating Class Member and shall not receive an Individual Class
19 Payment or have the right to object to the class action components of the
20 Settlement. Because future PAGA claims are subject to claim preclusion upon
21 entry of the Judgment, Non-Participating Class Members who are Aggrieved
22 Employees are deemed to release the claims identified in Paragraph 6.4 of this
23 Agreement and are eligible for an Individual PAGA Payment.

24 8.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
25 days after the Administrator mails the Class Notice (plus an additional fourteen (14)
26 days for Class Members whose Class Notice is re-mailed) to challenge the number of
27 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
28 Class Notice. The Class Member may challenge the allocation by communicating with

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

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

1 8.8.1. Website, Email Address and Toll-Free Number. The Administrator will
2 establish and maintain and use an internet website to post information of interest
3 to Class Members including the date, time and location for the Final Approval
4 Hearing and copies of the Settlement Agreement, Motion for Preliminary
5 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
6 Approval, the Motion for Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment and Class Representative Service Payment, the
8 Final Approval and the Judgment. The Administrator will also maintain and
9 monitor an email address and a toll-free telephone number to receive Class
10 Member calls, faxes and emails.

11 8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
12 promptly review on a rolling basis Requests for Exclusion to ascertain their
13 validity. Not later than five (5) days after the expiration of the deadline for
14 submitting Requests for Exclusion, the Administrator shall email a list to Class
15 Counsel and Defense Counsel containing (a) the names and other identifying
16 information of Class Members who have timely submitted valid Requests for
17 Exclusion (“Exclusion List”); (b) the names and other identifying information
18 of Class Members who have submitted invalid Requests for Exclusion; (c)
19 copies of all Requests for Exclusion from Settlement submitted (whether valid
20 or invalid).

21 8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
22 reports to Class Counsel and Defense Counsel that, among other things, tally
23 the number of: Class Notices mailed or re-mailed, Class Notices returned
24 undelivered, Requests for Exclusion (whether valid or invalid) received,
25 objections received, challenges to Workweeks and/or Pay Periods received
26 and/or resolved, and checks mailed for Individual Class Payments and
27 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
28 include the Administrator’s assessment of the validity of Requests for

1 Exclusion and attach copies of all Requests for Exclusion and objections
2 received.

3 8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority
4 to address and make final decisions consistent with the terms of this Agreement
5 on all Class Member challenges over the calculation of Workweeks and/or Pay
6 Periods. The Administrator's decision shall be final and not appealable or
7 otherwise susceptible to challenge.

8 8.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date
9 by which Plaintiff is required to file the Motion for Final Approval of the
10 Settlement, the Administrator will provide to Class Counsel and Defense
11 Counsel, a signed declaration suitable for filing in Court attesting to its due
12 diligence and compliance with all of its obligations under this Agreement,
13 including, but not limited to, its mailing of Class Notice, the Class Notices
14 returned as undelivered, the re-mailing of Class Notices, attempts to locate
15 Class Members, the total number of Requests for Exclusion from Settlement it
16 received (both valid or invalid), the number of written objections and attach the
17 Exclusion List. The Administrator will supplement its declaration as needed or
18 requested by the Parties and/or the Court. Class Counsel is responsible for
19 filing the Administrator's declaration(s) in Court.

20 8.8.6. Final Report by Settlement Administrator. Within ten (10) days after the
21 Administrator disburses all funds in the Gross Settlement Amount, the
22 Administrator will provide Class Counsel and Defense Counsel with a final
23 report detailing its disbursements by employee identification number only of
24 all payments made under this Agreement. At least fifteen (15) days before
25 any deadline set by the Court, the Administrator will prepare, and submit to
26 Class Counsel and Defense Counsel, a signed declaration suitable for filing in
27 Court attesting to its disbursement of all payments required under this
28 Agreement. Class Counsel is responsible for filing the Administrator's

1 declaration in Court. If a second declaration attesting to the distribution of
2 uncashed checks is required, the Administrator shall provide this second
3 declaration at least 7 days before any deadline for a second declaration and
4 Class Counsel shall be responsible for filing the second declaration with the
5 Court.

6 **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records,
7 Defendants estimate that, as of October 26, 2023, (1) there are approximately 3,932 Class
8 Members and 77,488 Total Workweeks during the Class period and (2) there were 2,234
9 Aggrieved Employees during the PAGA Period. If the number of Workweeks through October
10 26, 2023, exceeds 77,488 Workweeks by more than 10%, Defendants shall increase the Gross
11 Settlement Amount according to the same ratio as their proportionate share of the Gross
12 Settlement Amount.

13 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
14 identified in the Exclusion List exceeds the total of Class Members representing more than an
15 aggregate total of 5% of the outstanding Defendants' workweeks, Defendants may, but are not
16 obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants
17 withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
18 none of the Parties will have any further obligation to perform under this Agreement; provided,
19 however, Defendants will remain responsible for paying all Settlement Administration
20 Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their
21 election to withdraw not later than seven days after the Administrator sends the final Exclusion
22 List to Defense Counsel; late elections will have no effect.

23 **11. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
24 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of
25 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
26 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents
28 to Defense Counsel not later than seven days prior to filing the Motion for Final Approval.

1 Class Counsel and Defense Counsel will expeditiously meet and confer in person or by
2 telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
3 Approval.

4 11.1. Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in
6 Court no later than five court days prior to the Final Approval Hearing, or as otherwise
7 ordered or accepted by the Court.

8 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
9 Approval on any material change to the Settlement (including, but not limited to, the
10 scope of release to be granted by Class Members), the Parties will expeditiously work
11 together in good faith to address the Court's concerns by revising the Agreement as
12 necessary to obtain Final Approval. The Court's decision to award less than the
13 amounts requested for the Class Representative Service Payment, Class Counsel Fees
14 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
15 Payment shall not constitute a material modification to the Agreement within the
16 meaning of this paragraph.

17 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
18 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
19 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
20 administration matters, and (iii) addressing such post-Judgment matters as are
21 permitted by law.

22 11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, the Parties, their respective counsel, and all Participating
24 Class Members who did not object to the Settlement as provided in this Agreement,
25 waive all rights to appeal from the Judgment, including all rights to post-judgment and
26 appellate proceedings, the right to file motions to vacate judgment, motions for new
27 trial, extraordinary writs, and appeals. The waiver of appeal does not include any
28 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the

Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. **ADDITIONAL PROVISIONS.**

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by 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, and 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).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict

Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

13.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement

be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Defendants:

William M. Turner, Esq.
Asha Dhillon, Esq
TURNER DHILLON LLP
707 Wilshire Blvd., Suite 3250
Los Angeles, CA 90017
(213) 373-5502/(213) 373-5599

Email: wturner@turnerdhillon.com,
Email: asha.dhillon@turnerdhillon.com

Attorneys for Defendant Culmin Staffing Group, Inc.

Robert S. Blumberg, Bar No. 161649
rblumberg@littler.com
Shiva Shirazi Davoudian, Bar No. 232771
sdavoudian@littler.com

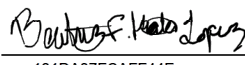
Alexandra Bernstein, Bar No. 327492
abernstein@littler.com
 LITTLER MENDELSON, P.C.
 2049 Century Park East, 5th Floor
 Los Angeles, California 90067.3107
 Telephone: 310.553.0308
 Fax No.: 310.553.5583

Attorneys for Defendant
 STG LOGISTICS, INC.

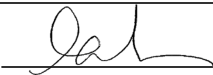
13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.

Beatriz Fabiola Mata Lopez 10/8/2024

DocuSigned by:

 131DA37FCAFF44E... For Plaintiff For Culmin

Gregory Mauro 10/08/2024

 Counsel For Plaintiff Counsel For Culmin

Alexandra Bernstein, Bar No. 327492
abernstein@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 310.553.5583

Attorneys for Defendant
STG LOGISTICS, INC.

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to C.C.P. section 583.330 to extend the date to bring a case to trial under C.C.P. section 583.310 for the entire period of this settlement process.


Jeffrey J Raymond (Oct 9, 2024 15:21 EDT)

For Plaintiff

Jeffrey Raymond For Culmin



Counsel For Plaintiff

William M. Turner Counsel For Culmin

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Chase Welsh, CAO & General Counsel

For STG



Robert Blumberg

Counsel For STG

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Exhibit C

Matter Billing Detail

Report Date: 7/21/2025
 Report Time: 8:54AM
 Page: 1 of 3
 User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/21/2025
 Client: STGLOGISTIC - Beatriz F. Mata Lopez
 Matter: STG LOGISITCS - STG Logistics / Culmin Staffing-- Beatriz F. Mata Lopez

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/13/2021	FST	First Legal Network - E-Filing , complaint; civil case cover sheet, summons IN#30182125	\$1,614.70		Unbilled				
12/20/2021	FIL	Filing Fee - 12.13.2021 LWDA Filing Fee	\$75.00		Unbilled				
12/20/2021	POS	Postage - 12.13.2021 Ntc of LWDA Filing to Agent(s) via Certified Mail	\$25.68		Unbilled				
02/10/2022	FST	First Legal Network - Process branch same day, complaint, initial docs, ntc, order (3) IN#30188503	\$624.28		Unbilled				
04/05/2022	FST	First Legal Network - E-Filing - Joint Status Conference Report, Initial Status Conference Report, NAR, Request for Dismissal, Proposed Order, Plaintiffs Notice of Minute Order, Courtesy Delivery - Joint Status Conference Report IN# 30195930	\$219.50		Unbilled				
05/19/2022	FST	First Legal Network- Filed plaintiffs notice of staus conference IN30199329	\$37.70		Unbilled				
06/07/2022	FST	First Legal Network- Process-Branch: S&C (3), Initial Docs (3), Ntcs (3), ADR Pac (3); E-Filing: Plntf's req to continue case, POS (personal), POS, Ntc of Continuance IN#30202789	\$843.42		Unbilled				
06/20/2022	CRT	Court Documents - 06.15.22 Order	\$2.00		Unbilled				
07/05/2022	CRT	Court Documents - 06.29.22 Order	\$2.00		Unbilled				
07/29/2022	FST	First Legal Network - E-Filing, CM Statement IN#30205948	\$37.70		Unbilled				
08/26/2022	FST	First Legal Network-E-Filin: Plntf's Ntc of August 24, 2022 IN#30209403	\$37.70		Unbilled				
11/02/2022	FST	First Legal Network - E-Filing - Plaintiffs notice of October 20th IN# 30219274	\$37.70		Unbilled				
12/22/2022	FST	First Legal Network - E-Filing - Joint Stip to File First Ame IN# 30222171	\$101.20		Unbilled				
01/04/2023	FST	First Legal Network - E-Filing - Joint Status Conference Report IN# 30224217	\$39.95		Unbilled				
03/09/2023	FST	First Legal Network - E-Filing - Amended Complaint (2) IN# 30230586	\$75.70		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/11/2023	FST	First Legal Network - E-Filing - Informal Discovery Conference IN# 30233810	\$39.95		Unbilled				
05/10/2023	CAS	Case Anywhere E-Service IN# 287560	\$137.55		Unbilled				
07/31/2023	MED	Mediation Services IN# 48940 CK# 11011	\$7,450.00		Unbilled				
08/05/2023	CAS	Case Anywhere E-Service - IN# 296676 CK# 11047	\$147.00		Unbilled				
11/02/2023	CAS	Case Anywhere E-Service - In# 306410 CK# 11274	\$135.00		Unbilled				
11/08/2023	EXA	Expert Analysis- IN#9829 CK#11278	\$5,580.00		Unbilled				
02/04/2024	CAS	Case Anywhere E-Service - IN# 316255 CK# 11559	\$135.00		Unbilled				
04/09/2024	FST	First Legal Network - E-Filing - Joint Case Management Report and re In# 30279435	\$110.70		Unbilled				
05/06/2024	CAS	Case Anywhere E-Service - IN# 326623 CK# 11824	\$153.00		Unbilled				
06/11/2024	FST	First Legal Network - Filing - Joint Status Conference Report, Joint CAsE Management Report and Re IN# 30287287	\$64.15		Unbilled				
08/01/2024	CAS	Case Anywhere E-Service - In# 337682 Ck# 1092	\$147.00		Unbilled				
08/15/2024	LDS	Legal Document Server - E-Filing - Extension, Order IN# 10212525	\$34.15		Unbilled				
11/05/2024	CAS	Case Anywhere E-Service - IN# 349234 CK# 1337	\$183.00		Unbilled				
02/03/2025	CAS	Case Anywhere E-Service - IN# 361325 CK# 1569	\$135.00		Unbilled				
03/05/2025	CAS	Case Anywhere E-Service - IN# 372354	\$45.00		Unbilled				
04/04/2025	CAS	Case Anywhere E-Service - IN# 385063 CK# 1710	\$45.00		Unbilled				
05/02/2025	CAS	Case Anywhere E-Service - IN# 396986 CK# 1840	\$45.00		Unbilled				
06/02/2025	CAS	Case Anywhere E-Service - IN# 409038 CK# 2055	\$45.00		Unbilled				
07/01/2025	CAS	Case Anywhere E-Service IN# 421338 CK# 2101	\$45.00		Unbilled				
Total:			\$18,450.73	\$0.00					
Balance:			\$18,450.73						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$18,450.73						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/21/2025
Client: STGLOGISTIC - Beatriz F. Mata Lopez
Matter: OEMOR005 - STG Logistics / Culmin Staffing-PAGA-Beatriz F. Mata Lopez

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
02/18/2022	FST	First Legal Network - E-Filing, complaint, civil case cover sheet, su, IN#30188503	\$1,616.20		Unbilled				
06/16/2022	FST	First Legal Network- E-Filing: Proof of Personal Service, POS IN#30202789	\$37.70		Unbilled				
06/29/2022	FST	First Legal Network - E-Filing: Request for Dismissal[Proposed] order IN#30202789	\$37.70		Unbilled				
08/15/2022	FST	First Legal Network- E-Filing: Ntc of Relaed Case IN#30209403	\$37.70		Unbilled				
08/17/2022	FST	First Legal Network- E-Filing: Plntf's Ntc of August 15 IN#30209403	\$37.70		Unbilled				
08/24/2022	CRT	Court Documents - Def Mtn for Demurrer	\$65.20		Unbilled				
10/14/2022	FST	First Legal Network - E-Filing - laintiffs Opposition to Defendants IN# 30216387	\$37.70		Unbilled				
11/16/2022	FST	First Legal Network - E-Filing - Plaintiffs Notice of November 02 IN# 30219274	\$37.70		Unbilled				
03/13/2023	FST	First Legal Network - E-Filing - Request for Dismissal IN# 30230586	\$39.95		Unbilled				
Total:			\$1,947.55	\$0.00					
Balance:			\$1,947.55						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$1,947.55						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

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Exhibit D

JAMES HAWKINS APLC
 James R. Hawkins (#192925)
 Gregory Mauro (#222239)
 Michael Calvo (#314986)
 Lauren Falk (#316893)
 Ava Issary (#342252)
 9880 Research Drive, Suite 200
 Irvine, CA 92618
 Tel.: (949) 387-7200
 Fax: (949) 387-6676
 Email: James@jameshawkinsaplc.com
 Email: Greg@jameshawkinsaplc.com
 Email: Michael@jameshawkinsaplc.com
 Email: Lauren@jameshawkinsaplc.com
 Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff BEATRIZ F. MATA LOPEZ,
 individually and on behalf of all others similarly situated

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

BEATRIZ F. MATA LOPEZ, individually and
 on behalf of all others similarly situated,

Plaintiff,

v.

CULMIN STAFFING GROUP, INC., a
 Delaware Corporation; EMPLOYERS HR LLC,
 a Florida Limited Liability Company; STG
 LOGISTICS, INC., a California Corporation;
 and DOES 1-50, inclusive,

Defendants

CASE NO.: 21STCV45423

Assigned For All Purposes To:
 Judge: David S. Cunningham
 Dept.: 11

**DECLARATION OF PLAINTIFF BEATRIZ
 F. MATA LOPEZ IN SUPPORT OF MOTION
 FOR FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

Date: August 14, 2025
 Time: 10:00 a.m.
 Dept.: 11

DECLARATION OF BEATRIZ F. MATA LOPEZ

I, BEATRIZ F. MATA LOPEZ hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendants CULMIN STAFFING GROUP, INC. and STG LOGISTICS, INC ("Defendants") in April 2019 as a Non-Exempt Employee with the title of Overage Shortages and Damages and Accounting and worked during the liability period for Defendants until my separation from Defendants' employ in approximately April 2021. My duties included but were not limited to the reviewing of tallies where warehouse workers entered in the crate that was received in the containers, entering information into company system, communicating with customers regarding damage or discrepancies, billing and accounts payable and receivables.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided accurate wage statements, not provide with meal and rest periods, not paid timely during my employment, not reimbursed for necessary business expenses, not paid reporting time pay, issued payment of wages in the form of a non-Labor Code-compliant instrument, subjected to improper use of my consumer credit report, and not timely paid wages upon my separation from Defendants' employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendants' common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences

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2 about the factual bases for the claims that I wanted to pursue against Defendants. During those
3 conferences, my attorneys provided me with an overview of how those claims would be litigated
4 and generally educated me about the nature of complex/representative litigation and my role as
5 the representative Plaintiff.

6 6. My attorneys provided me with a draft of the complaint for my review and
7 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
8 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
9 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
10 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
11 contacted my attorneys to stay current on the status of the litigation, and to discuss my
12 attorneys' progress in prosecuting the claims.

13 7. Since I believe I was not accurately paid wages, not timely paid wages during my
14 employment, and therefore not provided accurate itemized wage statements, not provided meal
15 and rest periods, not reimbursed for necessary business expenses, issued payment of wages in
16 the form of a non-Labor Code-compliant instrument, and not provided with all wages earned
17 and owed upon my separation from employment, I believe that I have been similarly injured as
18 to all other class members in the settlement who worked for Defendants during the class period.
19 I believe the claims asserted in the Complaint are also shared by the other Class Members. I
20 worked with various other non-exempt employees, and I believe we were all treated the same
21 and subject to the same unlawful policies.

22 8. Since I agreed to become a Class Representative, I have worked every step of the
23 way with my attorneys. During the course of the litigation I have always kept the best interest
24 of the Class Members on equal footing as mine. I have been, and I am willing to continue to
25 pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not
26 finally approved. As a result, I firmly believe that I do not have any interests adverse to the
27 interests of the Class Members. I have maintained the Class Members best interest from the
28 inception of the case.

9. As a Class Representative, I have spent numerous hours consulting with my

10. I understand from my counsel that there have been zero objections and one request for opt out by a Class Member and as a result have embraced the settlement.

11. From the beginning of this case, I have freely chosen to accept the risks of being a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have achieved that result with the settlement and the individual payments to the Class Members. I believe the settlement is fair reasonable and adequate based on the numerous defenses asserted by Defendants. I believe the efforts and work I put forth helped to achieve the fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the Class Representative Service Payment is reasonable, and I respectfully request the Court approve the amount of \$10,000.00 to the named Plaintiff.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on July 21, 2025, at Los Angeles, California.

DocuSigned by:

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BEATRIZ F. MATA LOPEZ