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

CARLETON EDWARDS, MICHAEL  
ADAMS, and PETER HALL,  
individually and on behalf of all other  
similarly situated employees,

Plaintiffs,

vs.

SUBURBAN PROPANE, L.P., a  
Delaware Limited Partnership; and  
DOES 1 to 100, inclusive,

Defendants.

Case No. **34-2022-00314949-CU-OE-GDS**

**DECLARATION OF KYLE NORDREHAUG IN  
SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

[Filed and served concurrently with Notice of Motion  
and Motion for Final Approval of Class Action  
Settlement]

Date: January 12, 2024

Time: 9:00 a.m.

[hearing set by Order dated August 7, 2023]

Dept.: 27

Judge: Hon. Jill Talley

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Trial Date: None Set

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1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION**  
2 **FOR FINAL APPROVAL OF CLASS SETTLEMENT**

3 I, Kyle Nordrehaug, declare:

4 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP  
5 ("BNBD"), counsel for Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall ("Plaintiffs"). As  
6 such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are  
7 within my own personal knowledge, and if called as a witness, I could testify competently to the  
8 matters stated herein.

9 2. This declaration is being submitted in support of the Motion for Final Approval of  
10 Class Settlement by Plaintiffs. The settlement reached between Plaintiffs, individually and on behalf  
11 of all members of the Class, on the one hand, and Defendant Suburban Propane, L.P., ("Defendant"),  
12 on the other hand, is set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement  
13 and Release (hereinafter the "Settlement Agreement"), a true and correct copy of which is attached  
14 hereto as Exhibit #1.

15 Experience of BNBD

16 3. Over the course of the litigation, my firm has worked actively on this matter. The firm  
17 credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as  
18 Exhibit #2. Some of the major cases our firm has undertaken are also set forth therein. BNBD has  
19 represented hundreds of thousands of employees in hundreds of legal matters, including PAGA  
20 lawsuits and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the  
21 prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have  
22 been appointed lead counsel in hundreds of contested motions for class certification including many  
23 consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases  
24 involving labor code violations and overtime claims. BNBD has litigated similar overtime cases  
25 against other employers on behalf of employees, including cases against Walmart, Legoland, Cigna,  
26 Health Net, Securitas, Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express,  
27 Universal Protection, Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry  
28

1 Health Care, Qualxserv, Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State  
2 Automobile Association. My firm has been approved as class counsel by state and federal courts in  
3 California in contested class certification motions, including approvals in this Court. It is this level of  
4 experience which enabled the firm to undertake the instant matter and to successfully combat the  
5 resources of the defendants and their capable and experienced counsel. On account of the concerted  
6 and dedicated effort this case demanded in order to properly handle and prosecute, BNBD was  
7 precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

8 4. BNBD was responsible for handling the briefing and argument that resulted in the  
9 landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There,  
10 BNBD overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown  
11 LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of California  
12 under the California Private Attorney General Act of 2004 ("PAGA"). BNBD took the lead on this  
13 case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. BNBD also  
14 has recently engaged in noted appellate work on the subject of class actions in the California Court of  
15 Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*,  
16 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an  
17 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No.  
18 D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, BNBD  
19 received an award from the Daily Journal for Top Appellate Reversal, and I received an award from  
20 the Daily Journal as Top Labor & Employment Attorney in 2016.

21 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of  
22 armed forces officers held that BNBD was "qualified counsel with extensive experience in class action  
23 litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).  
24 Examples of other contested actions where class certification was granted BNBD and was appointed  
25 lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*,  
26 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No.  
27 EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*  
28 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10,

2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

Background:

6. The Agreement represents a global compromise of all claims across four (4) different cases. The cases include the present action, *Edwards, et al. v. Suburban Propane, L.P.*, Sacramento County Superior Court, Case No. 34-2022-00314949 (“*Edwards Action*”), *Hall v. Suburban Propane, L.P., et al.*, Los Angeles County Superior Court, Case No. 22STCV00670 (“*Hall Class Action*”), *Hall v. Suburban Propane, L.P., et al.*, Los Angeles County Superior Court, Case No. 22AVCV00103 (“*Hall PAGA Action*”), and *Adams v. Suburban Propane, L.P., et al.*, Sacramento County Superior Court, Case No. 34-2022-00316279 (“*Adams Action*”). The dates each of the lawsuits were filed are as follows: (1) *Hall Class Action* – January 7, 2022; (2) *Edwards Action* – February 2, 2022; (3) *Hall PAGA Action* – February 16, 2022; and (4) *Adams Action* – March 3, 2022. Plaintiffs exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. Cal. Lab. Code § 2699.3(a), (c).

1           7.       As part of a global settlement, the Parties agreed to consolidate all claims into one  
2 operative pleading in this case to streamline the approval process and avoid potential confusion by  
3 Class Members that might arise from multiple, separate approval processes in multiple jurisdictions.  
4 Accordingly, Plaintiffs filed a second Amended Complaint in this case on March 10, 2023. *See id.*  
5 There is no date set for a motion for certification or trial in this matter.

6           8.       Class Counsel conducted a thorough investigation into the factual and legal issues  
7 implicated by Plaintiffs' claims and were able to objectively assess the settlement's reasonableness.  
8 The information for mediation obtained by Plaintiffs includes a representative sampling of employee  
9 data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of  
10 limitations applicable to the asserted claims provided by Defendant. As such, Class Counsel received  
11 the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the  
12 valuations of the claims for the Class. The document and data exchanges allowed Class Counsel to  
13 fully assess the nature and magnitude of the claims being settled, as well as the impediments to  
14 recovery, and ultimately enabled Plaintiffs' Counsel so as to make an independent assessment of the  
15 reasonableness of the settlement's terms.

16           9.       The Parties attended an arms-length mediation session with Louis Marlin, Esq., a  
17 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.  
18 In preparation for the mediation, Defendant provided Class Counsel with necessary information for the  
19 members of the Class, including time data, payroll data and data concerning the composition of the  
20 Class. Plaintiffs analyzed the data and prepared and submitted a mediation brief and damage valuation  
21 to the Mediator. After this all-day mediation, the Parties were able to arrive at a settlement with the  
22 assistance of the mediator. The Class Representatives have vigorously prosecuted this case, and  
23 Defendant has vigorously contested it. The Parties engaged in sufficient investigation and informal  
24 discovery to assess the relative merits of the claims of the Class and of Defendant's defenses to them.  
25 *Id.* Defendant has denied all of Plaintiffs' allegations in their entirety and any liability or wrongdoing  
26 of any kind

27 ///

28 ///

1 The Settlement Is Fair, Reasonable and Adequate:

2 10. As a result of the mediation, the parties agreed to settle this matter for a Gross  
3 Settlement Amount of \$945,000 (Settlement Agreement at ¶¶ 1.17, 5.1), which has increased to  
4 \$979,854.70 as a result of the escalator provision. Based on their own respective independent  
5 investigations and evaluations, and after taking into account the sharply disputed factual and legal  
6 issues involved in this matter, the risks attending further prosecution of the case, and the monetary  
7 benefits received under the Settlement, Class Counsel is of the opinion that Settlement for the  
8 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate  
9 and is in the best interests of the Class Members.

10 11. Fairness of the settlement is demonstrated by the uncertainty and risks to Plaintiffs  
11 involved both in not prevailing on one or more of the causes of action or theories alleged in the  
12 operative Complaint and in non-certification, and if successful, Defendant disputes the ability of  
13 Plaintiffs to certify a class in this case. Defendant also argued it maintained lawful written policies  
14 that were provided to the class members. Yet, despite the defenses proffered by Defendant, the  
15 proposed settlement commits Defendant to pay each Class Member a portion of the Net Settlement  
16 Amount. The amount to be paid to the Class is fair, adequate and reasonable given the significant risk  
17 to Plaintiffs and the Class in continuing with the litigation and not prevailing on their claims at class  
18 certification or at trial or not being paid anything even if trial was successful.

19 12. The predominant claims in this action arise from alleged violations of California law  
20 with respect to Defendant's failure to provide meal periods and permit and authorize rest periods and  
21 failing to pay all wages earned. Plaintiffs allege that these practices resulted directly from the  
22 implementation and enforcement of Defendant's own policies and practices. The following represents  
23 the potential maximum recovery for each of Plaintiffs' class and PAGA claims based Defendants'  
24 relevant policies and the data produced by Defendants, including a sample of time and payroll records  
25 for Class Members. There were 38,068 workweeks for Class Members in the Wage Subclass and  
26 21,913 workweeks for Class Members in the Reimbursement Subclass. There were approximately  
27 10,121 pay periods within the PAGA/penalty statute of limitations that were not also covered by the  
28

1 Fernandez Action release period, an average base hourly rate of \$21.78, and an average overtime rate  
2 of \$32.67.

3 a) Unpaid Minimum Wages: This claim is based on allegations that Defendants did not  
4 pay Plaintiffs and similarly situated employees for all hours worked off-the-clock,  
5 including time spent completing paperwork, temperature checks and COVID-19  
6 screenings, time clocked out during on duty meal periods, unpaid time due to rounding  
7 hours worked, and donning/doffing personal protective equipment. The combined  
8 average of unpaid time between each of these categories of unpaid time was  
9 approximately one hour per week per employee. The maximum damages for this claim  
10 based on the data sample and average unpaid hours worked is \$494,884 in liquidated  
11 damages.<sup>1</sup> This amount does not take into account any potential risks with respect to  
12 Plaintiffs proving the merits or damages, which heavily disputed by Defendants.  
13 Several categories of unpaid hours were either for very small periods of time (a few  
14 minutes for any donning and doffing PPE) or for discrete periods of time rather than the  
15 entire employment period (*i.e.* pre-hire paperwork/test and COVID-19 screenings),  
16 although the calculations assumed a continuous amount of unpaid time for all weeks  
17 worked. There is substantial risk with these claims because even small adjustments to  
18 the amount of time ultimately found unpaid, if any, can have substantial effects tot the  
19 total damages and whether there are even violations in a given week. With respect to  
20 rounding, there is a split of authority whether or not the practice is permissible and the  
21 issue is currently pending before the California Supreme Court. *Compare See's Candy*  
22 *Shops, Inc. v. Sup. Ct.*, 210 Cal.App.4th 889, 907 (2012) (holding California law allows  
23 rounding of employee work time if the policy is neutral on its face and as applied, even  
24 if some employees ultimately are not paid for all time they have actually worked) *with*  
25 *Camp v. Home Depot U.S.A., Inc.*, 84 Cal.App.5th 638 (2022) (finding rounding  
26 disallowed where employer was able to easily track the actual hours worked) *review*

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27 <sup>1</sup> Because Plaintiffs' calculations have assumed that all unpaid hours worked are also overtime hours, only  
28 liquidated damages are considered for the value of this claim to avoid duplication of remedies. All unpaid wages  
due to unpaid hours worked are accounted for in the overtime calculation.

1 *granted*. Furthermore, the payroll records also showed payment down to the hundredth  
2 of an hour for many employees, undermining the extent and impact of any potential  
3 rounding. Defendants maintained policies requiring employees to record all hours  
4 worked accurately and prohibiting any off-the-clock work. Defendant also had time  
5 punch correction forms to allow employees to claim any additional time for any reason  
6 and required employees to report to their managers if they felt they were not being paid  
7 for hours worked. These policies and practices create substantial risk to off-the-clock  
8 claims as an employer must know or have reason to know unpaid hours are being  
9 worked in order to be liable. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004,  
10 1051 (2012). Because a good faith dispute would eliminate liability for liquidated  
11 damages for unpaid minimum wages, it is unlikely that any liquidated damages would  
12 be awarded based on the factual and legal disputes identified above. *See Cal. Lab.*  
13 *Code* § 1194.2(b);

14 b) Unpaid Overtime: This claim is based, in part, on the same allegations supporting the  
15 minimum wage claims. However, the claim is also based on Plaintiffs' contentions that  
16 Defendants failed to properly calculate the regular rate of pay when paying overtime  
17 wages. The maximum damages for this claim based on the data sample and average  
18 unpaid hours worked is \$1,243,681.56. This amount does not take into account any  
19 potential risks with respect to Plaintiffs proving the merits or damages, which were  
20 heavily disputed. Because this claim is based, in part, on the same allegations  
21 supporting the minimum wages claims is subject to those same risks identified above.  
22 Additionally, the data sample showed that the regular rate was being recalculated for a  
23 substantial amount of Class Members. Only a small subset of employees were affected  
24 by the failure to incorporate all non-discretionary earnings and the amount of unpaid  
25 wages for this subset was relatively small, ranging from approximately \$5.00 to \$15.00  
26 per pay period. Taking the risk factors into account, I believe a more realistic range of  
27 recovery for this claim is \$400,000 to \$600,000;

28 c). Meal and Rest Periods: These claims were based on allegations that Defendants failed  
to provide meal and rest periods due to on-duty break requirements and the prohibition

1 on leaving work premises. Class Members worked approximately 4 days per week on  
2 average. Approximately 92% of all shifts were in excess of 5 hours and 94% of shifts  
3 were equal to or in excess of 3.5 hours, which would trigger meal and rest period  
4 entitlements respectively. There were approximately 1,324 meal period premiums paid  
5 during the claim period. Based on the sample data, the maximum exposure for the meal  
6 period claim is approximately \$3,022,328.71 and the maximum exposure for the rest  
7 period claim is approximately \$3,117,495.11. This amount does not take into account  
8 any potential risks associated with this claim, which was heavily disputed. While  
9 Plaintiffs contended that Defendants maintained a regular and consistent practice of  
10 failing to provide meal and rest periods, Defendants had a facially valid written meal  
11 and rest period policy in its handbook for a substantial majority of the claim period and  
12 distributed standalone meal and rest policies to employees at time of hire. Defendants  
13 also had correction forms where employees could submit claims for missed meal and  
14 rest period premiums where they felt they were impeded from taking such breaks.  
15 Defendants produced several of these forms as part of the data sample. Where the  
16 violation is not based on a defective policy, obtaining certification of meal and rest  
17 period claims is very difficult and creates a substantial risk for the claims.  
18 Additionally, Class Members employed as drivers were potentially subject to  
19 preemption affirmative defenses relating to meal and rest periods depending on what  
20 they drove, where they drove to/from, and what they were hauling. *See s International*  
21 *Brotherhood of Teamsters, Local 2785 v. Federal Motor Carrier Safety Administration*,  
22 986 F.3d 841 (9th Cir. 2021) (noting the FMCSA acting within its authority to find  
23 California's meal and rest period requirements were preempted for drivers subject to  
24 federal hours of service regulations); *Hazardous Materials: California Meal and Rest*  
25 *Break Requirements*, 83 FR 47961-01, 2018 WL 4504680. Thus, there were substantial  
26 risks to certification, merits, and damages for these claims. Taking these risks into  
27 account, a more realistic range of recovery for the meal period claim is \$750,000 to  
28 \$1,250,000. A more realistic range of recovery for the rest period claim is \$250,000 to  
\$500,000;

- 1           d)     Reimbursement: This claim was based on Plaintiffs’ contention that Class Members  
2                     were required to communicate with their supervisors using their personal cell phone to  
3                     take pictures of relevant work issues and to clock in using the ADP app. Based on the  
4                     sample data and average costs associated with single user cell phone plans  
5                     (approximately \$100 per month), the maximum exposure for this claim is \$599,810.  
6                     This amount does not take into account any potential risks associated with this claim.  
7                     Defendants disputed the frequency and necessity of cell phone usage for work purposes  
8                     given the alternative available means of communication available to employees at the  
9                     worksites, including phones, office computers for emails, and the ability to submit  
10                    handwritten timecards. There was substantial risk the Court could find it was  
11                    unreasonable for employees to use their personal cell phones in lieu of available  
12                    alternatives, which would eliminate the claim entirely. Additionally, the valuation of  
13                    the claim does not account for the fact that cell phone plans often allow for additional  
14                    lines at a discounted cost of \$20 to \$30 per additional line rather than the base \$100  
15                    monthly rate. To the extent Class Members utilized these discounted plans, the  
16                    amounts to be reimbursed would be similarly discounted. Taking these risks into  
17                    account, a more realistic range of recovery for this claim is \$0 to \$150,000;
- 18           e)     Wage Statement Violations: This claim is derivative of Plaintiffs’ overtime, minimum  
19                    wage, and meal and rest period claims. As such, it is subject to the same risks as those  
20                    claims. Based on the sample data, the maximum exposure for this claim is  
21                    approximately \$506,050. During our research, we did not find any prior Labor  
22                    Commissioner or court decisions that stated Defendants’ practices and/or policies were  
23                    improper. As such, a “subsequent violation” may not be found for penalty calculation  
24                    purposes, and the exposure analysis here is based on an “initial violation” valuation  
25                    (\$50) being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas*  
26                    *Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). This amount also assumes a  
27                    violation in every pay period, which is unlikely to occur given all the risks for each  
28                    claim that the wage statement claim is derivative of. Taking these risks into account, a  
                      more realistic range of recovery for this claim is \$150,000 to \$250,000;

- 1 f) Waiting Time Penalties: This claim is derivative of Plaintiffs’ overtime, minimum  
2 wage, and meal and rest period claims. As such, it is subject to the same risks as those  
3 claims. Based on the sample data, there are approximately 327 former employees  
4 within the claim period, making the maximum exposure for this claim approximately  
5 \$1,709,294.40. As outlined above, there are substantial disputes with regard to legal  
6 and factual issues on all of the asserted claims. It is likely that these disputes will  
7 satisfy the “good faith dispute” affirmative defense against waiting time penalties  
8 claims, eliminating the value of the claim entirely. *See Diaz v. Grill Concepts Servs.,*  
9 *Inc.*, 23 Cal.App.5th 859, 868 (2018);
- 10 g) PAGA: This claim is derivative of the Labor Code violations identified above and  
11 would be subject to all the same risks as the underlying claims it is based on.  
12 Additionally, the exposure analysis here is based on an “initial violation” valuation  
13 being adopted by any fact finder if this matter went to trial. *See Amaral*, 163  
14 Cal.App.4th at 1207-1209. Based on Class Members’ payroll data, the Labor Code  
15 violations alleged, and the applicable enumerated or default penalty amounts for each  
16 violation, the maximum exposure for this claim is \$5,512,849. This amount does not  
17 take into account any of the risks in proving the merits of the underlying claims that the  
18 PAGA damages are based on. Additionally, I believe the Court may exercise its  
19 discretion to reduce PAGA penalties in this case in because a majority of the civil  
20 penalties sought would be in addition to amounts owed for substantive violations, some  
21 of the violations are due to technical non-compliance with the Labor Code, such as  
22 derivative wage statement violations, and Defendants produced legally compliant  
23 policies among other documents, that a Court may find demonstrates a good faith  
24 attempt at compliance. Courts are statutorily authorized to use discretion to reduce  
25 penalties and the range of discretion used varies substantially. *See Thurman v.*  
26 *Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);  
27 *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, \*9 (C.D. Cal. 2011) (82%  
28 reduction). The 82% reduction equates to roughly \$9-\$50 worth of civil penalties per  
pay period per employee depending on the total potential value of the civil penalty (*i.e.*

1 \$50-\$250), which is more in line with actual awards based on my experience and  
2 review of awards in other cases. Thus, even if using the maximum values possible and  
3 setting aside risks of proving the claims on the merits, the total exposure may be cut to  
4 approximately \$992,313 (82% reduction) to \$3,858,994 (30% reduction) or lower. It is  
5 important to note that this discretionary reduction is completely separate and in addition  
6 to any risks on the merits. Given the substantial risks associated with the claims, we  
7 believe the amount that might ultimately be awarded under this claim would be  
8 significantly lower than our maximum exposure calculation. Allocating \$20,000 to the  
9 PAGA claims in this case is appropriate, especially in light of amounts that Courts have  
10 approved as reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186  
11 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA  
12 claims based on their being disputed and being part of a class settlement which was  
13 evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*  
14 *Sols., Inc.*, 2022 WL 2318173, at \*8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA  
15 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,  
16 2018 WL 4773057, \*9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6%  
17 of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016  
18 WL 5462451, \*7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation  
19 where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total  
20 estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 U.S. Dist. LEXIS  
21 63514, \*1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in  
22 \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, \*5  
23 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone  
24 amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764,  
25 \*6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement);  
26 *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, \*2 (S.D. Cal. 2010)  
27 (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands*  
28 *Inc.*, 2009 U.S. Dist. LEXIS 33900, \*9 (N.D. Cal. 2009) (approving \$1,500 PAGA  
allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS

24880, \*34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, at \*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, at \*14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at \*1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

13. In summary, Plaintiffs' gross recovery of \$945,000 under the Agreement equals approximately 5.8% of the maximum value of the claims in this matter (\$16,206,392.78) and between 14.3% and 37.2% of the more realistic range of recovery (\$2,542,312.82 to \$6,608,994.30). After deducting from the Gross Settlement Amount the proposed allocations for attorneys' fees and costs, any Enhancement Payment to the Class Representatives, Settlement Administrator Costs, and the PAGA Payment to the LWDA, the net recovery under the Agreement, \$537,500, represents approximately 3.3% of the maximum value of the claims in this matter. The net recovery also represents between 8.1% and 21.1% of the more realistic range of recovery. The average gross payment is approximately \$954.66 for the Wage Subclass and \$140.89 for the Reimbursement Subclass. The above maximum calculations should then be significantly adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of the claims, the settlement is most certainly fair and reasonable.

14. Over the course of litigation, the Parties engaged in the investigation of the claims, including production of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiffs included: (1) time punch data showing employees' meal periods and their time worked; (2) Payroll data for employees; (3) Defendant's employee wage and hour policies; (5) the employment files for the Plaintiffs; and, (7) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was

1 sufficient for Plaintiffs' expert to prepare the valuations of the claims for the Class.

2       15. Here, a number of defenses asserted by Defendant present serious threats to the claims  
3 of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied  
4 with all applicable Labor laws. Defendant argued that all work time was properly recorded and paid  
5 for and that there were no unpaid wages. Defendant contends that its meal and rest period policies  
6 fully complied with California law and Defendant did not fail to provide the opportunity for legally  
7 required meal and rest breaks. As to expense reimbursement, Defendant contended that it did not fail  
8 to provide reimbursement for necessary business expenses and that claimed cellphone expenses were  
9 incurred voluntarily and/or for the convenience of employees and is therefore not required  
10 reimbursement. Defendant argued that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th 1004  
11 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*  
12 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims, on liability, value, and class  
13 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially  
14 lawful practices, it acted in good faith and without willfulness, which if accepted would negate the  
15 claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendant's  
16 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believe  
17 that these defenses could be overcome, Defendant maintains these defenses have merit and therefore  
18 present a serious risk to recovery by the Class.

19       16. There was also a significant risk that, if the Action was not settled, Plaintiffs would be  
20 unable to obtain class certification and thereby not recover on behalf of any employees other than  
21 herself. Defendant argued that the individual experience of each putative class member varied with  
22 respect to the claims. Defendant could also contest class certification by arguing injury and good faith  
23 were case-by-case determinations that precluded class certification. Plaintiffs are aware of other cases  
24 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App.  
25 5th 885 (2019) (denying certification of rest break claims). Finally, even if class certification was  
26 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National*  
27 *Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even  
28 where the class has been certified. While other cases have approved class certification in wage and

1 hour claims, class certification in this action would have been hotly disputed and was by no means a  
2 foregone conclusion.

3 17. Class certification was somewhat uncertain given the numerous hurdles necessary  
4 under the California Supreme Court decision in *Brinker Restaurant Corp. v. Superior Court*.  
5 Plaintiffs also considered Defendant's arguments that subsequent decisions citing and relying on the  
6 U.S. Supreme Court decision in *Wal-Mart v. Dukes*, 564 U.S. 338 (2011) arguably made it more  
7 difficult to certify a class in this case based upon the need to demonstrate that common issues are  
8 superior and could be dealt with in "one stroke" and that the "trial by formula" (*Duran v. U.S. Bank*  
9 (2014) 59 Cal.4th 1172) could not satisfy such requirements based upon due process grounds.  
10 However, Plaintiffs disagreed that the subsequent decisions citing *Walmart*, applied to the facts in this  
11 case. Additionally, Plaintiffs believe the cases denying certification are distinguishable and that the  
12 facts in this case are more akin to the facts in cases where certification had been granted, Class  
13 Counsel recognize the risk of an adverse finding on certification and considered and weighed this risk  
14 in determining to settle and compromise these claims. Lastly, Plaintiffs believe the decisions in *Sav-*  
15 *On Drug Stores, Inc. v Sup. Ct*, (2004) 34 Cal. 4th 319, 340 and *Bell v Famers Ins. Exchange*, (2004)  
16 115 Cal. App. 4th 715 provide the applicable framework for class certification trial by formula plans.  
17 See also *Duran v. Superior Court*, 2014 Cal. LEXIS 5569 (Cal. Aug. 13, 2014).

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

27 19. The Gross Settlement Amount is well within the acceptable range of reasonableness for  
28 the claims of the Class Members. After analysis and review of Defendant's time and pay record

1 production and other payroll data, Plaintiffs determined that Gross Settlement Amount was fair and  
2 reasonable, and accounts for an approximate 5.8% of total possible recovery and between 14.3% and  
3 37.2% of the more realistic range of recovery, and courts have routinely approved settlements that  
4 provided a similar discounted range of the maximum potential recovery. The net recovery represents  
5 approximately 3.3% of the maximum value of the claims in this matter and between 8.1% and 21.1%  
6 of the more realistic range of recovery. The average gross payment is approximately \$954.66 for the  
7 Wage Subclass and \$140.89 for the Reimbursement Subclass.

8 20. Based on the foregoing data and their own independent investigation and evaluation,  
9 Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the  
10 terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest  
11 of the Class in light of all known facts and circumstances, including the risk of significant delay,  
12 defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that  
13 Counsel for both parties possessed sufficient information to make an informed judgment regarding the  
14 likelihood of success on the merits and the results that could be obtained through further litigation.

15 21. As a result, the Gross Settlement Amount of \$945,000 represents a reasonable recovery  
16 of the overall potential value. This recovery could easily be much higher if at trial PAGA penalties  
17 were reduced or damages for certain pay periods or workweeks could not be proven for certain  
18 individuals. The Gross Settlement Amount is within the “ballpark of reasonableness” and should be  
19 approved. Class Counsel believe that this is a fair and reasonable settlement in light of the  
20 complexities of the case, the state of the law and uncertainties of class certification and litigation, the  
21 policies and practices Defendant has had in place or implemented during the purported liability period,  
22 and the benefit to be recovered for the Class. Given the risks inherent in litigation, this settlement is  
23 fair, adequate, and reasonable and is in the best interests of the Class, and should be preliminarily  
24 approved.

25  
26 Attorneys’ Fees and Costs:

27 22. Class Counsel applies for an award of attorneys’ fees in the sum of \$326,618.23 of the  
28 Gross Settlement Amount, and litigation costs of \$20,772.63. The requested fee falls in the mid-range

1 of percentage class fee awards, which generally range from 20% to 50% of a common fund, and it  
2 constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming  
3 litigation on a contingent basis and compensates Class Counsel for their efforts, as well as the result  
4 achieved for the benefit of the Class. Numerous courts in California routinely approve fee requests  
5 equal to or greater than one-third of the common fund. Class Counsel have a joint prosecution  
6 agreement and agreed that attorneys' fees shall be divided among Class Counsel as follows:  
7 \$112,206.07 to Shimoda & Rodriguez; \$112,206.07 to Potter Handy; and \$102,206.09 to BNBD. In  
8 short, Class Counsels' fee request of \$326,618.23 (one-third of the common fund) is in line with  
9 awards in similar cases in California and demonstrates that Class Counsels' fee request is consistent  
10 with market rates and is reasonable.

11 23. There is a substantial difference between the risk assumed by attorneys being paid by  
12 the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go  
13 to the bank with his fee. The attorney working on a contingent basis can only log hours while working  
14 without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into  
15 account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives  
16 nothing. In this case, the representation by my firm and the nature of the fee was wholly contingent.  
17 BNBD subjected themselves to this contingent fee market risk in this all or nothing contingent fee case  
18 wherein the necessity and financial burden of private enforcement makes the requested award  
19 appropriate. This case was litigated on a contingent basis over two years, with all of the risk factors  
20 inherent in such an uncertain undertaking. At the time this case was brought, the result was far from  
21 certain. Defendant's practices at issue here had been in place for years. Defendant's numerous  
22 defenses to the merits of the case and to class certification created difficulties with proof and complex  
23 legal issues for Class Counsel to overcome. Indeed, I am aware of other similar cases where the court  
24 dismissed the class allegations or denied class certification. Under such contingent circumstances,  
25 courts have held that a risk multiplier must be applied to the fee award.

26 24. From November 16, 2021 to December 14, 2023, my firm has worked more than 167  
27 hours prosecuting these class claims with the attorneys' hourly fee rates for attorneys ranging from  
28 \$450 to \$995, which resulted in lodestar for BNBD relating to the class claims for this period in the

1 amount of \$118,615. In addition, there will be additional work performed to complete the settlement  
2 process. Attached hereto as Exhibits #3 and 4 are true and correct copies of the BNBD billing  
3 statement for this matter which sets forth the specific tasks, time and attorney for the work performed  
4 on this matter.<sup>2</sup> When combined with the lodestar incurred by my co-counsel from Shimoda and Potter  
5 Handy, the total combined lodestar for Class Counsel is \$358,340, which reflects a lodestar multiplier  
6 cross-check of 0.9 (i.e. a negative multiplier), which is undoubtedly reasonable and well below the  
7 accepted range of positive multipliers.

8         25. The rates charged by my firm are in line with the prevailing rates of attorneys in the  
9 local legal community for similar work and, if this were a commercial matter, these are the charges  
10 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey  
11 Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy  
12 of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved  
13 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on  
14 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that BNBD's "rates generally appear  
15 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of  
16 California". Finally, the reasonableness of BNBD's hourly rates is further confirmed by comparing  
17 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in  
18 the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG.,*  
19 *LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average  
20 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates  
21 when compared within 21 other firms practicing in the Southern District of California.) This survey  
22 is useful to show that Class Counsel's rates are in line with the comparable rates of the defense  
23 counsel that opposes these types of class claims, such as Mayer Brown noted above who is  
24 defense counsel in cases currently being prosecuted by Class Counsel. In another example  
25 from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in  
26 many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charges

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27  
28 <sup>2</sup> BNBD switched billing systems in June 2022, so Exhibit #3 contains the lodestar billing from January  
2020 to June 2022, and Exhibit #4 contains the lodestar billing for June 2022 to December 14, 2023.

1 rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another  
2 opposing counsel in these types of cases, in years past historically charged between \$900 and  
3 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by my firm for  
4 comparable work are less than these examples and are therefore undoubtedly reasonable.

5         26. The reasonableness of the requested award is also established by reference to similar  
6 awards in other wage and hour cases. The following are examples of similar recent fee awards. On  
7 January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No.  
8 JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class  
9 settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case  
10 No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and  
11 hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court  
12 Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage  
13 and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles  
14 Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a  
15 wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San  
16 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee  
17 award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour*  
18 *Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee  
19 award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San  
20 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee  
21 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric*  
22 *LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-  
23 third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash*  
24 *Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E.  
25 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,  
26 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),  
27 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.  
28 On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No.

1 JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action  
2 settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.* (Los Angeles Superior  
3 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour  
4 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco  
5 Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee  
6 award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials*  
7 (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee  
8 award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank*  
9 (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-  
10 third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands*  
11 *Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley  
12 approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v.*  
13 *Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz  
14 awarded a one-third fee award in a wage and hour class settlement.

15 27. To date, BNBD has incurred litigation expenses of \$6,761.66. These litigation  
16 expenses include the expenses incurred for filing fees, attorney service charges (Knox and One Legal),  
17 e-service charges (CaseAnywhere), and mediation fees, all of which are costs normally billed to and  
18 paid by the client. These costs were reasonably incurred by BNBD in the prosecution of this matter  
19 and are set forth in the BNBD billing records attached hereto as Exhibit #3 and #4.<sup>3</sup>

20  
21 Service Awards:

22 28. I respectfully request that for their service as the class representatives, Plaintiffs should  
23 be awarded the agreed Class Representative Service Awards of \$10,000 each, in accordance with the  
24 Settlement Agreement for their time, risk and effort expended on behalf of the Class as the class  
25 representatives. Defendant has agreed to this payment and there have been no objections to the  
26

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27 <sup>3</sup> The Blumenthal Firm switched billing systems in June 2022, so Exhibit #3 contains the expense  
28 billing from January 2020 to June 2022, and Exhibit #4 contains the expense billing for June  
2022 to December 14, 2023.

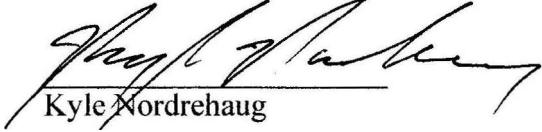
1 requested service award. As the representatives of the Class, Plaintiffs performed their duty to the  
2 Class admirably and without exception. Plaintiffs worked extensively with Class Counsel during the  
3 course of the litigation, responding to numerous requests, searching for documents, working with  
4 counsel, committing to responding to discovery and depositions, and reviewing the settlement  
5 documentation. As set forth in the Agreement, Plaintiffs are also providing a comprehensive release  
6 as part of the settlement, far beyond the class release. The Declarations of Plaintiffs, attached hereto  
7 as Exhibits # 6, 7 and 8, detail the involvement, stress and risks they undertook as a result of this  
8 Action. The Plaintiffs also assumed the serious risk that they might possibly be liable for costs and  
9 fees to Defendant, as well as the reputational risk of being “blacklisted” by other future employers for  
10 having filed a class action on behalf of fellow former employees. Without the Plaintiffs’ participation,  
11 cooperation and information, no other fellow employees would be receiving any benefit. The payment  
12 of service awards to successful class representatives is appropriate and the amount of \$10,000 each is  
13 well within the currently awarded range for similar settlements. The requested award is also  
14 reasonable by reference to the amounts that other California courts have found to be reasonable in  
15 wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*, Case No.  
16 BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award);  
17 *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,  
18 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.  
19 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);  
20 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County  
21 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int’l, LLC*,  
22 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards  
23 to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335,  
24 Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v.*  
25 *Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,  
26 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,  
27 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*  
28 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,

2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*

1 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,  
2 2018) (awarding \$10,000 service award).

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

6 Executed this 15th day of December, 2023, at San Diego, California.

7  
8   
9 Kyle Nordrehaug

**EXHIBIT #1**

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
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2 Renald Konini (Cal. State Bar No. 312080)  
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11 Attorneys for SUBURBAN PROPANE, L.P.

12 [additional parties and counsel continued on next page]

13  
14 **SUPERIOR COURT OF CALIFORNIA**  
15 **FOR THE COUNTY OF SACRAMENTO**

16 CARLETON EDWARDS, MICHAEL  
17 ADAMS, and PETER HALL, as individuals  
18 and on behalf of all other similarly situated  
employees,

19 Plaintiff,

20 vs.

21 SUBURBAN PROPANE, L.P., a Delaware  
22 Limited Partnership; and DOES 1 to 100,  
23 inclusive,

24 Defendants.

**Case No.: 34-2022-00314949**

**JOINT STIPULATION REGARDING CLASS  
ACTION AND PAGA SETTLEMENT AND  
RELEASE**

Filed: February 2, 2022

FAC Filed: June 6, 2022

SAC Filed: March 10, 2023

Trial Date: None Set

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Attorneys for Plaintiff PETER HALL

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and  
2 entered into between the Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall (“Plaintiffs”), on  
3 behalf of themselves, the Labor and Workforce Development Agency, Class Members, and Aggrieved  
4 Employees, and Defendants Suburban Propane, L.P., and Suburban Sales & Service, Inc. (“Defendants”).  
5 This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” includes all of the following lawsuits: (1) *Edwards, et al. v. Suburban Propane,*  
9 *L.P.,* Sacramento County Superior Court, Case No. 34-2022-00314949 (“*Edwards Action*”); (2) *Hall v.*  
10 *Suburban Propane, L.P., et al.,* Los Angeles County Superior Court, Case No. 22STCV00670 (“*Hall Class*  
11 *Action*”); (3) *Hall v. Suburban Propane, L.P., et al.,* Los Angeles County Superior Court, Case No.  
12 22AVCV00103 (“*Hall PAGA Action*”); and (4) *Adams v. Suburban Propane, L.P., et al.,* Sacramento  
13 County Superior Court, Case No. 34-2022-00316279 (“*Adams Action*”).

14 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked for Defendants in  
15 California during the PAGA Claim Period. The estimated number of Aggrieved Employees is 327.

16 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation  
17 Regarding Class Action and PAGA Settlement and Release.

18 1.4 “Class Counsel” means Galen T Shimoda and Justin P. Rodriguez of Shimoda & Rodriguez  
19 Law, PC (“SRL”), Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw,  
20 Jeffrey S. Herman, and Sergio J. Puche Blumenthal of Nordrehaug Bhowmik DeBlouw, LLP (“BNBD”),  
21 and Mark D. Potter and James M. Treglio of Potter Handy LLP (“PH”).

22 1.5 “Class Member(s)” includes all individuals within the Reimbursement Subclass and the  
23 Wage Subclass as defined in Sections 1.31 and 1.38, respectively. The estimated number of Class Members  
24 is 634.

25 1.6 “Class Period” includes the Reimbursement Subclass Period and the Wage Subclass Period  
26 as defined in Sections 1.32 and 1.39, respectively.

27 1.7 “Class Representatives” means Plaintiffs Carleton Edwards, Michael Adams, and Peter  
28 Hall.

1.8 “Class Representatives’ Released Claims” means all claims arising from, could have been asserted, or related in any way to the Class Representatives’ employment with Defendants, under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Class Representatives’ Released Claims exclude claims for workers’ compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.9 “Complaint” means the operative Complaint on file with the Court in *Edwards, et al. v. Suburban Propane, L.P.*, Sacramento County Superior Court, Case No. 34-2022-00314949.

1.10 “Court” means the Sacramento County Superior Court.

1.11 “Defendants” means Suburban Propane, L.P, and Suburban Sales & Service, Inc.

1.12 “Defendants’ Counsel” means Efthalia S. Rofos and Megan A. Childress of Barber Ranen, LLP.

1.13 “Enhancement Payment” means the amount approved by the Court to be paid to the Class Representatives in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representatives as Participating Class Members.

1.14 “Effective Date” means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.15 “Fernandez Action” means *Michell Fernandez, et al. v. Suburban Propane, LP*, Fresno County Superior Court Case No. 16CECG00418, that previously settled a class of all employees of defendant employed as either: 1) a Customer Service Representative (“CSR”) and Customer Relations

1 Specialist (“CRS”) employed by Suburban Propane, LP in California from February 10, 2012 through  
2 March 24, 2021; or 2) a Service Technician (“ST”) employed by Suburban in California from November  
3 2, 2013 through March 24, 2021.

4 1.16 “Final Approval Date” means the date a signed order granting final approval of this  
5 Agreement is filed with the Court.

6 1.17 “Gross Settlement Amount” is the sum of Nine Hundred Forty-Five Thousand Dollars and  
7 Zero Cents (\$945,000.00), which is the total amount to be paid by Defendants as provided by this  
8 Agreement except as provided in Section 5 below. This Gross Settlement Amount is an all-in amount  
9 without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion  
10 of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and  
11 shall be the separate additional obligation of Defendants.

12 1.18 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved  
13 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in  
14 Sections 1.20, 1.24, 5.5, and 5.8-5.8.4.

15 1.19 “LWDA” means the California Labor and Workforce Development Agency.

16 1.20 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for  
17 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s  
18 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement  
19 Payment to the Class Representatives.

20 1.21 “Notice of Settlement” means the document substantially in the form attached hereto as  
21 Exhibit 1.

22 1.22 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of  
23 Settlement to Class Members and Aggrieved Employees.

24 1.23 “PAGA” means Private Attorneys General Act.

25 1.24 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards  
26 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

27 1.25 “PAGA Claim Period” means November 1, 2020, through February 12, 2023.

28 1.26 “Parties” mean Defendants and Plaintiffs.

1           1.27   “Participating Class Member” means any and all Class Members who have not made any  
2 timely request to opt-out of the Agreement.

3           1.28   “Preliminary Approval Date” means the date a signed order granting preliminary approval  
4 of this Agreement is filed with the Court.

5           1.29   “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the  
6 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments  
7 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement  
8 shall remain the property of Defendants until the payments required under the Agreement are made.

9           1.30   “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved  
10 Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class  
11 Members, their total weeks worked shall be calculated by taking the total length of service (in days) in  
12 California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be  
13 calculated by taking the total length of service (in days) in California during the PAGA Claim Period  
14 divided by seven. The calculation of a Class Member’s and/or Aggrieved Employee’s workweeks and a  
15 determination as to whether a Class Member and/or Aggrieved Employee was actively employed in  
16 California in a particular workweek shall be construed from Defendants’ records.

17           1.31   “Reimbursement Subclass” means all employees who are class members in the *Fernandez*  
18 Action and worked for Defendants in California during the Reimbursement Subclass Period.

19           1.32   “Reimbursement Subclass Period” means January 7, 2018, to March 24, 2021.

20           1.33   “Released Class Claims” means the following for Class Members within the Wage  
21 Subclass: Any and all claims that are alleged in the operative Complaint, and any additional wage and hour  
22 claims that could have been brought based on the facts alleged in the operative Complaint, through the  
23 Wage Subclass Period. This release excludes the release of reimbursement claims and other claims not  
24 permitted by law including claims for vested benefits, wrongful termination, violation of the Fair  
25 Employment and Housing Act, unemployment insurance, disability, social security, workers’  
26 compensation, and California class claims outside of the Class Period. For Class Members within the  
27 Reimbursement Subclass, “Released Class Claims” means any and all reimbursement claims that are  
28 alleged in the operative Complaint, and any additional reimbursement claims that could have been brought

1 based on the facts alleged in the operative Complaint through the Reimbursement Subclass Period. This  
2 release excludes the release of any wage and hour claims that are not reimbursement claims and other  
3 claims not permitted by law including claims for vested benefits, wrongful termination, violation of the  
4 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'  
5 compensation, and California class claims outside of the Class Period.

6 1.34 "Released PAGA Claims" means any and all claims for civil penalties that were brought  
7 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in the operative Complaint  
8 and any additional wage and hour PAGA claims that could have been brought based on the facts alleged  
9 in the operative Complaint during the PAGA Claim Period. Aggrieved Employees cannot opt out of this  
10 waiver of claims. The Released PAGA Claims do not include other PAGA claims, underlying wage and  
11 hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and  
12 worker's compensation, and PAGA claims outside of the PAGA Claim Period.

13 1.35 "Released Parties" means Defendants, as well as Defendants' officers, shareholders,  
14 directors, agents, employees, attorneys, and insurers.

15 1.36 "Settlement Administrator" means and refers to ILYM Group, Inc., the third-party entity  
16 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator  
17 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The  
18 Parties each represent that they do not have any financial interest in the Settlement Administrator.

19 1.37 "Settlement Administrator Costs" means the fees and expenses reasonably incurred by the  
20 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
21 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
22 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees  
23 associated with preparing, issuing and mailing any and all notices and other correspondence to Class  
24 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class  
25 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees  
26 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and  
27 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,  
28 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to

1 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any  
2 other filings required by any governmental taxing authority or agency; all costs and fees associated with  
3 preparing any other notices, reports, or filings to be prepared in the course of administering Individual  
4 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator  
5 in connection with the execution of its duties under this Agreement.

6 1.38 “Wage Subclass” means employees who are class members in the *Fernandez* Action and  
7 who worked for Defendants in California between March 25, 2021 and February 12, 2023, and all other  
8 non-exempt employees (*i.e.* employees who were not part of the release of claims in the *Fernandez* Action)  
9 who worked for Defendants in California during the time period of Wage Subclass Period.

10 1.39 “Wage Subclass Period” means March 25, 2021, to February 12, 2023, for employees who  
11 are class members in the *Fernandez* Action, and January 7, 2018, through February 12, 2023, for all other  
12 individuals within the Wage Subclass.

## 13 **2. DESCRIPTION OF THE LITIGATION**

14 2.1 Prior to filing their respective lawsuits, Plaintiffs sent notice to the LWDA to exhaust  
15 administrative remedies under the PAGA for alleged violations of the California Labor Code, including  
16 the failure to pay overtime wages, the failure to pay minimum wages, the failure to provide meal periods  
17 or pay meal period premiums in lieu thereof, the failure to provide rest periods or pay rest period premiums  
18 in lieu thereof, the failure to provide accurate wage statements, the failure to pay wages when due, including  
19 final wages, the failure to reimburse expenses, the failure to maintain accurate records, and the failure to  
20 provide paid sick leave. Plaintiff Michael Adams sent notice on November 1, 2021, Plaintiff Peter Hall  
21 sent notice on November 16, 2021, and Plaintiff Carleton Edwards sent notice on January 28, 2022. The  
22 LWDA did not respond to the notices within the statutorily required time frame and, as such, Plaintiffs  
23 became authorized to act as Private Attorneys General on all alleged PAGA claims.

24 2.2 The dates each of the lawsuits within the Action were filed are as follows: (1) *Hall* Class  
25 Action<sup>1</sup> – January 7, 2022; (2) *Edwards* Action – February 2, 2022; (3) *Hall* PAGA Action – February 16,  
26 2022; (4) *Adams* Action – March 3, 2022. The operative complaints in each of these lawsuits allege wage  
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28 <sup>1</sup> Plaintiff Peter Hall also asserted a Constructive Discharge claim, but this was brought by him on an individual basis.

1 and hour class action and/or PAGA claims based on the alleged violations of the California Labor Code  
2 outlined above as well as derivative claims for unfair competition under the California Business and  
3 Professions Code sections 17200 *et seq.*

4         2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class  
5 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,  
6 information on Class Members including, but not limited to, Class Members' workweeks, dates of  
7 employment, total number of Class Members, their rates of pay and pay periods, and timecard data and  
8 payroll reports for a randomly selected sample of Class Members. This was in addition to Class Counsel's  
9 independent investigations of the asserted claims. Plaintiffs, therefore, obtained sufficient documents and  
10 information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy  
11 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,  
12 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

13         2.4 After Class Counsel received the data, the Parties engaged global mediation to attempt  
14 resolution of all claims asserted in the Action. An all-day mediation was held on December 12, 2022,  
15 utilizing the experienced and well-respected Louis Marlin, Esq., as mediator. At the conclusion of the  
16 mediation, the Parties were able to memorialize the core terms of a settlement in a Memorandum of  
17 Understanding based upon a mediator's proposal. Thereafter, the Parties continued to negotiate the  
18 remaining details of the settlement, which are contained in this Agreement. Discussions between Plaintiffs  
19 and Class Counsel, between counsel for the Parties, document productions, extensive legal analysis, the  
20 provision of information by Defendants to Plaintiffs and the detailed analysis of the records, have permitted  
21 each side to assess the relative merits of the claims and the defenses to those claims. At all times, the  
22 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

23         2.5 The Parties agree that the above-described investigation and evaluation, as well as discovery  
24 and the information exchanged to date, are more than sufficient to assess the merits of the respective  
25 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiffs, Class Counsel,  
26 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a  
27 manner and upon such terms and conditions set forth herein in order to avoid further expense,  
28 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the

Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

2.6 Defendants have denied each of Plaintiffs' claims and Defendants have denied that this Action is appropriate for class certification for anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the potential liability based on Defendants' factual and legal contentions and defenses.

2.7 In connection with seeking Court approval of the Agreement, the Parties have agreed to file a Second Amended Complaint, which is the operative Complaint, in the *Edwards* Action that consolidates all parties, claims, and allegations asserted within each lawsuit in the Action in order to avoid the expense, delay, and potential confusion by Class Members that may arise if there were multiple approval proceedings occurring concurrently in separate jurisdictions, and, thereafter, to dismiss without prejudice the separate *Hall* and *Adams* Actions. It is the intent of the Parties that the allegations and claims asserted in the Complaint encompass all claims asserted in the Action such that the release of claims contained within this Agreement will likewise encompass all claims asserted in the Action.

### **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California

Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

#### **4. SCOPE OF THE CLASS**

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in Section 7.5.1.

4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under this Agreement.

4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request to the Settlement Administrator. The data request must contain all of the following information: (a) the full name and, if applicable, Social Security Number of the individual making the request; (b) the name used by such employee as of the time his or her employment with Defendants ended; (c) the individual's dates of employment with Defendants; and (d) a return address to which a response may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event

more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants review their records.

4.4 If Defendants agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who submitted the data request, at the address designated for that purpose in the data request. All provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent in response to data requests, and any person who submits a data request and is sent a Notice of Settlement in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved Employee for all other purposes.

4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request dispute. Defendants' records shall control unless the individual submitting the data request provides persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

## **5. TERMS OF THE SETTLEMENT**

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$945,000.00). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering

the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representatives and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies attributed as wages and to be distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$ 315,000, that shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 1/3 threshold. Attorneys' fees shall be divided among Class Counsel as follows: \$108,333.33 to Shimoda & Rodriguez Law, PC; \$108,333.33 to Potter Handy, LLP; and \$98,333.34 to Blumenthal Nordrehaug Bhowmik DeBlouw, LLP. To the extent the Court awards less than the full amount of attorneys' fees requested, each firm's share of fees will be reduced pro rata. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$25,000.00, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$25,000.00 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$17,500.00. The difference between any actual costs and the allocated \$17,500.00 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiffs, shall apply to the Court for an Enhancement Payment to each of the Class Representatives in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to compensate for the risks, time, and expense of their involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment

1 is in addition to the Individual Settlement Amount Plaintiffs would otherwise be due under the Agreement  
2 as a Participating Class Member, and would also be in addition to any amounts paid to Plaintiff Peter Hall  
3 under any individual settlement of his constructive discharge claim as set out in Section 6.3.2. Defendants  
4 have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiffs so long as it  
5 does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage  
6 payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the  
7 Enhancement Payment amount requested, then any portion of the requested amount not awarded to the  
8 Class Representatives shall be added to the Net Settlement Amount to be distributed to Participating Class  
9 Members on a pro rata basis.

10       5.5    PAGA Payment: Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross  
11 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%)  
12 (\$15,000) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) (\$5,000) will  
13 be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8.4. Any amount not  
14 approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to  
15 be distributed to Participating Class Members on a pro rata basis.

16       5.6    Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA  
17 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by  
18 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be  
19 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine  
20 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

21       5.7    No Additional Benefits Contributions: All Individual Settlement Amounts paid to  
22 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in  
23 which such amounts were actually received. It is expressly understood and agreed that the receipt of such  
24 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to  
25 any new or additional compensation or benefits under any company bonus or other compensation or benefit  
26 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating  
27 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching  
28 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement

Amounts provided for in this Agreement are the sole payments to be made by Defendants to the Participating Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Agreement).

5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for approved attorneys' fees and costs, any Enhancement Payment to the Class Representatives, the Settlement Administrator Costs, and the PAGA Payment. Five percent (5%) of the Net Settlement Amount will be allocated to the Reimbursement Subclass for the release of claims specific to that subclass as identified in Section 1.33. The remaining ninety-five percent (95%) of the Net Settlement Amount will be allocated to the Wage Subclass for the release of claims specific to that subclass as identified in Section 1.33. Based on Defendants' records, Class Members will be assigned to either the Reimbursement Subclass or the Wage Subclass. To the extent a Class Member worked any amount of time within the Wage Subclass Period, they will be assigned to the Wage Subclass.

5.8.1 For Class Members in the Reimbursement Subclass, their share will be initially determined by dividing their total Qualifying Workweeks within the Reimbursement Subclass Period by the total Qualifying Workweeks of all Class Members within the Reimbursement Subclass within that same period. That fraction will then be multiplied by the Net Settlement Amount allocated to this subclass (*i.e.* 5% of the Net Settlement Amount) to arrive at the Class Member's individual share.

5.8.2 For Class Members in the Wage Subclass, their share will be initially determined by dividing their total Qualifying Workweeks within the Wage Subclass Period by the total Qualifying Workweeks of all Class Members within the Wage Subclass within that same period. That fraction will then be multiplied by the Net Settlement Amount allocated to this subclass (*i.e.* 95% of the Net Settlement Amount) to arrive at the Class Member's individual share.

5.8.3 Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within their

subclass by the total Qualifying Workweeks of all Participating Class Members within their subclass and that fraction will then be multiplied by the Net Settlement Amount allocated to the subclass to arrive at the Participating Class Member's individual share.

5.8.4 Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 For Individual Settlement Amounts paid to Participating Class Members within the Wage Subclass: (a) Twenty Percent (20%) of each Participating Class Members' Individual Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes (the "Wage Portion"). Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount. (b) Eighty Percent (80%) of each Participating Class Members' Individual Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes (the "Non-Wage Portion"). This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive an IRS Form 1099-MISC.

5.9.2 For Individual Settlement Amounts paid to Participating Class Members within the Reimbursement Subclass: The entirety (100%) of payments made under this subclass consists of other income, not wages, for which the Participating Class Member shall receive an IRS Form 1099-MISC.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted

1 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for  
2 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

3 5.9.4 The Enhancement Payments to the Class Representatives shall also be classified as  
4 other income, not wages, for which they will receive an IRS Form 1099-MISC, in accordance with the  
5 terms set forth in Section 5.4, above.

6 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the  
7 reporting and payment of their share of any federal, state and/or municipal income or other taxes on  
8 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'  
9 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,  
10 including the treatment of such payments as not subject to withholding or deduction for payroll and  
11 employment taxes. No party has made any representation to any of the other Parties as to the taxability of  
12 any payments pursuant to this Agreement, including the payments to Participating Class Members, the  
13 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class  
14 Representatives, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or  
15 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax  
16 implications of any provision of this Agreement.

17 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this  
18 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on  
19 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in  
20 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless  
21 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as  
22 described in Section 3 because the Court, in its independent determination, finds that the Agreement does  
23 not meet the standards for settlement approval, then Defendants and Plaintiffs shall be equally responsible  
24 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and  
25 the date of such event.

26 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement  
27 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for  
28 establishing class certification have been met and are met.

1           5.13   Adequacy of Class Counsel and Class Representatives: The Parties agree that, for purposes  
2 of settlement only, Class Counsel and Plaintiffs are adequate representatives for Class Members and  
3 Aggrieved Employees.

4       **6.     RELEASE**

5           6.1   Release of Claims by Participating Class Members: Upon the Effective Date, all  
6 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims  
7 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their  
8 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released  
9 Class Claims against any of the Released Parties.

10          6.2   Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved  
11 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all  
12 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in  
13 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA  
14 Claims against any of the Released Parties.

15          6.3   Release by Plaintiffs: Upon the Effective Date, Plaintiffs will be deemed to fully, finally  
16 and forever release the Released Class Claims, Released PAGA Claims, and Class Representatives'  
17 Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiffs and any successors  
18 in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class  
19 Claims, Released PAGA Claims, and Class Representatives' Released Claims against any of the Released  
20 Parties. This release does not extend to Plaintiff Peter Hall's claim for constructive discharge that he is  
21 separately settling.

22               6.3.1   Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of the  
23 release of claims by Plaintiffs, excluding Plaintiff Peter Hall's constructive discharge claim he is  
24 separately settling, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any,  
25 of section 1542 of the California Civil Code, which reads:

26                       A general release does not extend to claims that the creditor or releasing  
27                       party does not know or suspect to exist in his or her favor at the time of  
28                       executing the release, and that if known by him or her would have  
                          materially affected his or her settlement with the debtor or Released Party

6.3.2 Plaintiff Peter Hall's Constructive Discharge Claim: Plaintiff Peter Hall has asserted an additional, individual claim against Defendants for constructive discharge. Plaintiff Peter Hall is separately settling this individual claim. Any payment to Plaintiff Peter Hall by Defendants for the settlement of his constructive discharge claims is separate from, and in addition to, the Gross Settlement Amount and will be memorialized in a confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of the Agreement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court or as otherwise required by the Court.

## **7. SETTLEMENT ADMINISTRATION**

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

- 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid;
- 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes;
- 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members;
- 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law;
- 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations;
- 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements;
- 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees;
- 8) maintaining a QSF;
- 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees;
- 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees;
- 11) paying any residual funds from uncashed checks;
- 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of

the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks and subclass placement, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information on how to access electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court directs. Finally, the Notice of Settlement will be sent in English and Spanish to Class Members.

1           7.3    Class Member Data and Mailing: No later than fourteen (14) calendar days after the  
2 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the name, last  
3 known mailing address, last known telephone number, Social Security Number, start and end date of  
4 employment (if any) of each Class Member and Aggrieved Employee, and any other information the  
5 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as  
6 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying  
7 Workweeks for each Class Member and Aggrieved Employee. No later than twenty-one (21) calendar  
8 days after receipt of such address information, the Settlement Administrator will perform a national change  
9 of address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the  
10 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved  
11 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information  
12 received from Defendants confidential to itself, and Defendants’ Counsel. However, Class Counsel shall  
13 be able to review the breakdown of Qualified Workweeks, in total and within each subclass, and estimated  
14 Individual Settlement Amounts for Class Members and Aggrieved Employees prior to mailing for quality  
15 assurance provided the personal identifying information is redacted and/or omitted.

16           7.4    Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement  
17 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice  
18 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)  
19 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly  
20 attempt to determine a correct address using a skip-trace, computer or other search using the name, address  
21 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within  
22 five (5) calendar days to any more recent address found as a result of the search. Following each search  
23 that does not result in a corrected address, for those Class Members who appear to be current employees  
24 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact  
25 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement  
26 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they  
27 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address  
28 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,

1 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-  
2 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are  
3 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall  
4 be bound by all terms of the Agreement, including the releases contained in Section 6.

5 7.5 Responses to Notice of Settlement:

6 7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to  
7 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The  
8 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or  
9 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be  
10 excluded from the settlement; (c) identify the case name and number (*i.e. Edwards, et al. v. Suburban*  
11 *Propane, L.P.*, Case No. 34-2022-00314949); (d) be signed; and (e) be post-marked no later than the  
12 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must  
13 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class  
14 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to  
15 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to  
16 opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they  
17 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid  
18 and timely opt out request will be specifically identified in any proposed order granting final approval.  
19 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the  
20 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts  
21 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved  
22 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

23 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out but who wishes to  
24 object to this Agreement or otherwise to be heard concerning this Agreement shall send their written  
25 objections to the Settlement Administrator. The Notice of Settlement shall make clear that the Court can  
26 only approve or deny the Agreement, not change the terms of the Agreement. The written objection must  
27 (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact,  
28 a Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)

1 identify the case name and number (*i.e. Edwards, et al. v. Suburban Propane, L.P.*, Case No. 34-2022-  
2 00314949); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the  
3 re-mailing timeline stated in Section 7.4. The Notice of Settlement will inform the Class Member that they  
4 should also file a notice of intent to appear with the Court and serve the notice on Class Counsel and  
5 Defendants' Counsel, if they intend to appear at the final approval hearing. In addition to a written  
6 objection, Class Members may appear at the final approval hearing to make an oral objection.

7           7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying  
8 Workweeks on the Notice of Settlement or their assigned subclass shall contact the Settlement  
9 Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or  
10 documentation supporting the dispute; (c) identify the case name and number (*i.e. Edwards, et al. v.*  
11 *Suburban Propane, L.P.*, Case No. 34-2022-00314949); (d) be signed; and (e) be post-marked no later than  
12 the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement  
13 Administrator shall promptly (in no event more than two business days) forward all such disputes to  
14 Defendants' Counsel and request that Defendants review the dispute. Defendants' records shall  
15 presumptively control unless the Class Member can produce documentation evidencing other periods of  
16 employment worked. If Defendants agree with submitted information, the Class Member shall be credited  
17 or subtracted Qualifying Workweeks, and/or assigned to a different subclass, in accordance with their  
18 submitted dispute and that final number of Qualified Workweeks or assigned subclass shall govern the  
19 calculation of that Class Member's Individual Settlement Amount. If Defendants disagree with the  
20 submitted information, Defendants' Counsel will promptly advise Class Counsel of the dispute, which  
21 includes turning over any documentation submitted by the Class Member as part of the dispute.  
22 Defendants' Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five  
23 (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendants' Counsel  
24 and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court  
25 review.

26           7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,  
27 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement  
28 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the

1 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure  
2 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency  
3 letter, whichever is later.

4       7.6     Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1  
5 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and  
6 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class  
7 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

8       7.7     Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)  
9 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class  
10 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete  
11 and detailed report regarding the statistics and responses of settlement administration to date and all the  
12 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

13       7.8     Settlement Administrator Payments to Participating Class Members, Class Counsel and  
14 Plaintiffs: Within seven (7) calendar days after the Effective Date and the Court's determination of the  
15 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to  
16 Plaintiffs, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall  
17 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class  
18 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these  
19 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount  
20 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement  
21 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a  
22 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator  
23 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to  
24 Plaintiffs, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,  
25 and payment to Participating Class Members and/or Aggrieved Employees as required under this  
26 Agreement and approved by Court.

27       7.8.1   The Settlement Administrator shall wire the Court-approved attorneys' fees and  
28 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide

the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representatives, care of Class Counsel, unless another method is requested by Class Counsel.

7.8.3 Only Participating Class Members and Aggrieved Employees will receive their Individual Settlement Amount.

7.8.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

## **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The

schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information                                                                                                                                                                                            | Within 14 calendar days after the Preliminary Approval Date                                                                          |
| Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement                                                                                                                                                | Within 21 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants                   |
| Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests                                                                                                                                                                                                         | 60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later |
| Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics                                                                                                                                                                          | Within 14 calendar days after end of the Notice Period                                                                               |
| Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel | Within 7 calendar days after the Effective Date                                                                                      |
| Last day for Defendants to fund settlement                                                                                                                                                                                                                                                                  | Within 21 calendar days after the Effective Date                                                                                     |
| Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees                                                       | Within 7 calendar days after Defendants have funded the settlement                                                                   |
| Last day for Participating Class Members and Aggrieved Employees to cash settlement checks                                                                                                                                                                                                                  | 180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees                                    |

|                                                                                                                      |                                                                 |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries | Within 14 calendar days after settlement check cashing deadline |
| Last day for Settlement Administrator to provide Parties with compliance declaration                                 | Within 21 calendar days after settlement check cashing deadline |

## 9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within one week after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiffs' motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiffs and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiffs; 7) Preliminarily approving the application for payment of

reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendants shall not oppose Plaintiffs' motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representatives; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiffs will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

## **10. MISCELLANEOUS TERMS**

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendants.

10.2 Class Work Weeks, Aggrieved Employee Pay Periods, and Escalator Clause. Based on their records, Defendants have represented that there are no more than 38,068 workweeks during the Wage Subclass Period and no more than 21,913 workweeks during the Reimbursement Subclass Period. Should the number of Wage Subclass workweeks increase by more than 10% of what was represented at the mediation (*i.e.*, by more than 3,807 workweeks, or in other words, if the Wage Subclass workweeks between March 25, 2021, and December 12, 2022, exceed 41,875), Defendants will have the option to either a) increase the Gross Settlement Amount proportionally or b) to shorten the release period

1 to the date on which the number of Wage Subclass workweeks reaches 41,875. Should the number of  
2 Reimbursement Subclass workweeks increase by more than 10% of what was represented at the  
3 mediation (*i.e.*, by more than 2,191 workweeks, or in other words, if the Reimbursement Subclass  
4 workweeks between January 7, 2018, and March 24, 2021, exceed 24,104), Defendant will have the  
5 option to either a) increase the Gross Settlement Amount proportionally or b) to shorten the release period  
6 to the date on which the number of Reimbursement Subclass workweeks reaches 24,104.

7       10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF  
8 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT  
9 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND  
10 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN  
11 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
12 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
13 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
14 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT  
15 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS  
16 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
17 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
18 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
20 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
21 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX  
22 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
23 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
24 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX  
25 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY  
28 THIS AGREEMENT.

1           10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not  
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
3 any person or entity any portion of any liability, claim, demand, action, cause of action or right released  
4 and discharged in this Agreement.

5           10.5 Attorney Fee Split Acknowledgement: In signing this Agreement, the Plaintiffs  
6 acknowledge and agree that they are aware a division of awarded attorneys fees will be made, that they are  
7 aware of the identity of the law firms that are parties to the division, that they consent to the division of  
8 fees outlined in the Agreement, and that they have been advised that the total fee charged will not be  
9 increased solely by reason of the agreement to divide fees.

10           10.6 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by  
11 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the  
12 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement  
13 Plaintiffs are waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

14           10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
15 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
16 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

17           10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will  
18 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County  
19 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil  
20 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the  
21 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

22           10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish  
23 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution  
24 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the  
25 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
26 contemplated by this Agreement and any other efforts that may become necessary by Court order, or  
27 otherwise, to effectuate this Agreement and the terms set forth herein.

1           10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendants of  
2 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to  
3 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the  
4 Complaint, the representative character of the Action, the validity of any of the claims that were or could  
5 have been asserted by Plaintiffs and/or Class Members in the Action, or of any liability or guilt of  
6 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by  
7 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiffs, the Class Members,  
8 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or  
9 wrongdoing toward Plaintiffs, the Class Members, or any other person. Each of the Parties has entered  
10 into this Stipulation with the intention to avoid further disputes and litigation.

11           10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other  
12 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the  
13 third business day after mailing by United States certified mail, return receipt requested, addressed as  
14 follows:

15                   To Plaintiffs and the Class:

16                   Galen T. Shimoda  
17                   Justin P. Rodriguez  
18                   Renald Konini  
19                   Shimoda & Rodriguez Law, PC  
                    9401 East Stockton Boulevard, Suite 120  
                    Elk Grove, CA 95624

20                   Mark D. Potter  
21                   James M. Treglio  
22                   POTTER HANDY LLP  
23                   100 Pine St., Ste 1250  
                    San Francisco, CA 94111

24                   Norman B. Blumenthal  
25                   Kyle R. Nordrehaug  
26                   Aparajit Bhowmik  
27                   Nicholas J. De Blouw  
                    Blumenthal Nordrehaug Bhowmik De Blouw LLP  
                    2255 Calle Clara  
                    La Jolla, CA 92037

To Defendants:

Efthalia S. Rofos  
Megan A. Childress  
Barber Ranen LLP  
4695 MacArthur Court, Suite 900  
Newport Beach, CA 92660

10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.13 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiffs, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.14 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement.

10.16 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representatives.

10.17 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiffs, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

1 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force  
2 and effect of originals.

3 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been  
4 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the  
5 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,  
6 and governed by, the substantive laws of the State of California without giving effect to that State's choice  
7 of law principles.

8 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted  
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of  
10 this Agreement, or any provision thereof.

11 10.20 No Retaliation or Discouragement: The Parties agree they will take no action that could be  
12 construed as retaliation against any Class Members for participating or seeking to participate in this class  
13 action settlement. The Parties will not discourage any class member from participating or seeking to  
14 participate in this class action settlement. This is a material term of the Agreement and non-breaching  
15 Parties will seek court intervention if this provision is breached.

16 10.21 Integrated Agreement: This Agreement sets forth the entire understanding between the  
17 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.  
18 Each party acknowledges that there is no representation, inducement, promise or agreement which has been  
19 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which  
20 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the  
21 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

22 10.22 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the  
23 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

24 10.23 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
25 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
26 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.  
27  
28

1 10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this  
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
3 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

4 10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
5 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the  
6 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial  
7 under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all  
8 Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

9 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
10 attorneys, as of the day and year herein set forth.

11 **For Plaintiffs:**

12 Date: \_\_\_\_\_

13 \_\_\_\_\_  
14 Carleton Edwards

15 Date: \_\_\_\_\_

16 \_\_\_\_\_  
17 Michael Adams

18 Date: \_\_\_\_\_

19 \_\_\_\_\_  
20 Peter Hall

21 **For Defendants:**

22 Date: 5/31/23

23 \_\_\_\_\_  
24 *Shun Heelt Leonard*

25 By:  
26 For Suburban Propane, L.P.

27 Date: 5/31/23

28 \_\_\_\_\_  
29 *Shun Heelt Leonard*

By:  
Suburban Sales & Service, Inc.

10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

**For Plaintiffs:**

Date: \_\_\_\_\_

Carleton Edwards

Date: 05/10/2023

*Michael Adams*

D1A4BA1D6FC8CC62F38FD1BDF8E853CD

readysign

Michael Adams

Date: May 5, 2023

*Peter Hall*

Peter Hall (May 5, 2023 07:33 PDT)

Peter Hall

**For Defendants:**

Date: \_\_\_\_\_

By:  
For Suburban Propane, L.P.

Date: \_\_\_\_\_

By:  
Suburban Sales & Service, Inc.

10.24 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

10.25 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 by no less than one (1) year starting from the date of signing the MOU by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

**For Plaintiffs:**

Date: 5/4/2023

DocuSigned by:



B45B8FD6B3FE4C6...

Carleton Edwards

Date: \_\_\_\_\_

Michael Adams

Date: \_\_\_\_\_

Peter Hall

**For Defendants:**

Date: \_\_\_\_\_

By:  
For Suburban Propane, L.P.

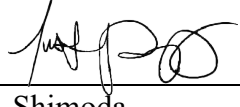
Date: \_\_\_\_\_

By:  
Suburban Sales & Service, Inc.

1 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

2  
3 Dated: May 4, 2023

By:   
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorneys for Plaintiff Carleton Edwards

4  
5  
6 APPROVED AS TO FORM

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Efthalia S. Rofos  
Megan A. Childress  
Attorney for Defendants

10  
11  
12 APPROVED AS TO FORM

POTTER HANDY LLP

13  
14 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Potter  
James M. Treglio  
Attorneys for Plaintiff Michael Adams

15  
16  
17 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

18  
19 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Attorney for Plaintiff Peter Hall

1 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorneys for Plaintiff Carleton Edwards

4  
5  
6 APPROVED AS TO FORM

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Efthalia S. Rofos  
Megan A. Childress  
Attorney for Defendants

10  
11  
12 APPROVED AS TO FORM

POTTER HANDY LLP

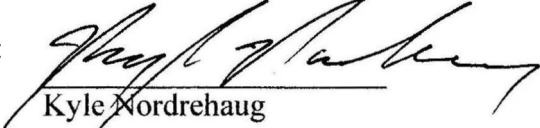
13  
14 Dated: **05/10/2023**

By: James M. Treglio  
E66D4686FB3D25DD70C737C7645D4A67 readySign  
Mark D. Potter  
James M. Treglio  
Attorneys for Plaintiff Michael Adams

15  
16  
17 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

18  
19 Dated: 5/10/23

By:   
Kyle Nordrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Attorney for Plaintiff Peter Hall

1 APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Attorneys for Plaintiff Carleton Edwards

4  
5  
6 APPROVED AS TO FORM

BARBER RANEN LLP

7  
8 Dated: 6/1/2023

By:  \_\_\_\_\_  
Efthalia S. Rofos  
Megan A. Childress  
Attorney for Defendants

9  
10  
11 APPROVED AS TO FORM

POTTER HANDY LLP

12  
13 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mark D. Potter  
James M. Treglio  
Attorneys for Plaintiff Michael Adams

14  
15  
16 APPROVED AS TO FORM

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP

17  
18 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Attorney for Plaintiff Peter Hall

# Exhibit 1

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF SACRAMENTO

CARLETON EDWARDS, MICHAEL ADAMS,  
and PETER HALL, as individuals and on behalf  
of all other similarly situated employees,

Plaintiff,

vs.

SUBURBAN PROPANE, L.P., a Delaware  
Limited Partnership; and DOES 1 to 100,  
inclusive,

Defendants.

Case No. **34-2022-00314949**

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

**ATTENTION:** All non-exempt employees who worked for Suburban Propane, L.P, and/or Suburban Sales & Service, Inc. in California during the time period of January 7, 2018, through February 12, 2023.

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

You are receiving this notice pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiffs’ motion for preliminary approval of a Joint Stipulation of Regarding Class Action PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiffs Carleton Edwards, Michael Adams, and Peter Hall (“Plaintiffs” or “Class Representatives”), and Defendants Suburban Propane, L.P. and Suburban Sales & Service, Inc. (“Defendants”) on behalf of Class Members. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member” as defined below.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**I. BACKGROUND OF THE CASE**

On February 2, 2022, Plaintiff Carleton Edwards filed a Complaint against Suburban Propane, L.P., in the Sacramento County Superior Court of California on behalf of himself and all Class Members. Plaintiff Michael Adams and Plaintiff Peter Hall had also filed separate class action lawsuits in California Superior Courts. The parties, claims, and allegations of all three lawsuits were consolidated into the lawsuit filed by Plaintiff Carleton Edwards in Sacramento County Superior Court on March 10, 2023, through the filing of a Second Amended Complaint. The term “*Edwards Action*” means this putative class action pending in Sacramento County Superior Court, Case No. 34-2022-00314949.

In the *Edwards Action*, Plaintiffs sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of themselves, Class Members, and Aggrieved Employees. Plaintiffs alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay meal period premiums in lieu thereof, 4) failing to provide rest periods or pay rest period premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay wages when due, including final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to provide paid sick leave. Plaintiffs have also asserted derivative claims under the Private Attorneys General Act (“PAGA”) for civil penalties and derivative claims for unfair competition under California Business & Professions Code section 17200 *et seq.*

Defendants have denied all of Plaintiffs’ allegations. The Action has been actively litigated and the claims are heavily disputed. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Based

upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this litigation, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to the following groups of individuals, which are collectively referred to as “Class Members:”

- Employees who are class members in the Fernandez Action (Fresno County Superior Court, Case No. 16CECG00418) and who worked for Defendants in California between March 25, 2021, and February 12, 2023, and all other non-exempt employees (*i.e.* employees who were not part of the release of claims in the Fernandez Action) who worked for Defendants in California during the time period of January 7, 2018, through February 12, 2023 (“Wage Subclass”); and
- All employees who are class members to the Fernandez Action and worked for Defendants in California between January 7, 2018, and March 24, 2021 (“Reimbursement Subclass”).

To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked for Defendants from November 1, 2020, through February 12, 2023 in California. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, attorneys’ costs not to exceed \$25,000.00, Settlement Administrator Costs estimated not to exceed \$17,500.00, Class Representatives’ Enhancement Payments of \$10,000 to each of the named Plaintiffs, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to Class Members as set forth in Section II.B below. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members within each subclass. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees.

The number of weeks you worked within each subclass during the relevant time periods and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated in Section II.B. of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks and assigned subclasses, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claims.

### **B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees**

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that, Individual Settlement Amounts paid to Participating Class Members will be characterized and taxed as follows: (1) Wage Subclass: (a) twenty percent (20%) shall be allocated for payment of disputed wages and shall be subject to required taxes and withholding for which an IRS Form W-2 will be issued, (b) eighty percent (80%) shall be allocated

for disputed statutory penalties and interest, and no amount shall be deducted for any taxes for which an IRS Form 1099-MISC will be issued; and (2) Reimbursement Subclass: the entirety (100%) of payments made under this subclass consists of other income, not wages, for which an IRS Form 1099-MISC will be issued. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties for which an IRS Form 1099-Misc will be issued.

Ninety-five percent (95%) of the Net Settlement Amount will be allocated to the Wage Subclass. Five percent (5%) of the Net Settlement Amount will be allocated to the Reimbursement Subclass. Each Participating Class Member's share will be determined by dividing their total weeks worked within their subclass period by the total weeks worked by all Participating Class Members within that same subclass period. That fraction will then be multiplied by the Net Settlement Amount allocated to the subclass to arrive at the Class Member's individual share of the Net Settlement Amount. To the extent a Class Member worked any amount of time within the Wage Subclass, they will be assigned to the Wage Subclass. Defendants' records indicate that you are part of the Wage/Reimbursement Subclass and worked [REDACTED] weeks during the applicable Wage/Reimbursement Subclass Period. Based on this information, your share of the Net Settlement Amount is estimated to be [REDACTED].

Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as November 1, 2020, through February 12, 2023. Defendants' records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

#### **C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes**

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member or their assigned subclass. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks or different subclass assignment must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) identify the case name and number (*i.e. Edwards, et al. v. Suburban Propane, L.P., et al.*, Case No. 34-2022-00314949) (d) be signed; and (e) be post-marked no later than [REDACTED]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

#### **D. Release of Claims**

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class Members who do not opt out will be deemed to have released . . . [1.33]

Aggrieved Employees will be deemed to have released . . . [1.34]

The individuals released ("Released Parties") include [1.35].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

### **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

#### **A. Participating in the Settlement as a Class Member**

If you wish to be a Participating Class Member and believe your workweek and subclass information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation or subclass assignment, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

## **B. Excluding Yourself from the Settlement as a Class Member**

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and will not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. The objection must (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e. *Edwards, et al. v. Suburban Propane, L.P., et al.*, 34-2022-00314949); (e) be signed; and (f) be post-marked no later than [redacted]. The objection must be sent to the Settlement Administrator at the address identified in Section III.B of this notice.

In addition to submitting a written objection as outlined above, you may also appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney. You should also file a notice of intent to appear with the Court and serve the notice on counsel for Plaintiffs and Defendants.

## **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

## **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department \_\_\_\_, [address] on [redacted] at [redacted] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel’s request for attorneys’ fees and costs, the Settlement Administrator Costs, and the Class Representatives’ Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

## **VI. ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel’s motion for preliminary approval, the Agreement, and any other documents

required by the Court at the Settlement Administrator's website: [admin web address]. You can also contact Class Counsel or Defendants' Counsel as follows:

For Plaintiffs:

Galen T. Shimoda  
Justin P. Rodriguez  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716

Mark D. Potter  
James M. Treglio  
POTTER HANDY LLP  
100 Pine St., Ste 1250  
San Francisco, CA 94111  
Telephone: (858) 375-7385

Norman B. Blumenthal  
Kyle R. Nordrehaug  
Aparajit Bhowmik  
Nicholas J. De Blouw  
Blumenthal Nordrehaug Bhowmik De Blouw LLP  
2255 Calle Clara  
La Jolla, CA 92037  
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[kyle@bamlawca.com](mailto:kyle@bamlawca.com)

For Defendants:

Efthalia S. Rofos  
Megan A. Childress  
BARBER RANEN LLP  
4695 MacArthur Court, Suite 900  
Newport Beach, California 92660  
Telephone: 949-849-5005

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]**

**BY ORDER OF THE COURT**

**EXHIBIT #2**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

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

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

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

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

Admitted: 1999, California

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

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

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

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

**Aparajit Bhowmik**

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

**Nicholas J. De Blouw**

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

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

Admitted: 2011, California

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

**Piya Mukherjee**

Associate Attorney

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

Admitted: 2010, California

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

**Victoria Rivapalacio**

Associate Attorney

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

Admitted: 2011, California

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

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**REPORTED CASES**

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #3**

BLUMENTHAL NORDREHAUG

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

DECEMBER 14, 2023

PETER HALL

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RE: SUBURBAN PROPANE  
FILE NUMBER: CA2538.001

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ATTORNEY FEES

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                      | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-----------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 11/18/21    | SB          | INITIAL REVIEW OF EMPLOYMENT<br>FILE, PREPARE CASE ANALYSIS,<br>DISCUSS WITH ND         | 2.80         | 450         | 1,260.00      |
| 12/10/21    | SB          | REVIEW PRIOR FILINGS V<br>DEFENDANT, ADVISE AJB                                         | 2.80         | 450         | 1,260.00      |
| 12/16/21    | SB          | REVIEW COMPLAINT FOR FILING,<br>ANALYZE, ADVISE ND                                      | 2.40         | 450         | 1,080.00      |
| 12/27/21    | SB          | DRAFT COMPLAINT                                                                         | 2.80         | 450         | 1,260.00      |
| 01/03/22    | SB          | DRAFT PAGA LETTER AND CASE<br>NOTES                                                     | 2.80         | 450         | 1,260.00      |
| 01/04/22    | SB          | REVIEW COMPLAINT FOR FILING,<br>ANALYZE, ADVISE ND                                      | 2.80         | 450         | 1,260.00      |
| 01/05/22    | RE          | REVIEW CASE NOTES/DAMAGE<br>ANALYSIS                                                    | 0.50         | 675         | 337.50        |
| 01/05/22    | RE          | REVIEW & ANALYZE EMPLOYMENT<br>FILE DOCUMENTS/1198.5 RESPONSE                           | 1.25         | 675         | 843.75        |
| 01/05/22    | RE          | REVIEW, EDIT & FINALIZE CLASS<br>ACTION COMPLAINT DRAFT                                 | 2.20         | 675         | 1,485.00      |
| 01/05/22    | RE          | CONFER W ND RE VENUE OF CLASS<br>ACTION COMPLAINT                                       | 0.30         | 675         | 202.50        |
| 01/06/22    | RE          | [CLASS] DRAFT SUMMONS, CIVIL<br>CASE COVER SHEET &<br>ADDENDUM/STATEMENT OF<br>LOCATION | 0.50         | 675         | 337.50        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                     | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 01/06/22    | SB          | REVISE COMPLAINT FOR FILING,<br>ADVISE ND                                                                                                                              | 2.80         | 450         | 1,260.00      |
| 01/07/22    | RE          | REVIEW & FINALIZE CLASS ACTION<br>COMPLAINT PACKAGE; REVISE<br>ADDENDUM RE LANCASTER<br>LOCATION; FILE IN LA SUP. CT.                                                  | 0.75         | 675         | 506.25        |
| 01/07/22    | RE          | [CLASS] REVIEW COURT RETURNED<br>DOCUMENTS; REVIEW DOCKET;<br>MEMO TO FIRM RE<br>JUDICIAL/DEPARTMENT ASSIGNMENT<br>AND STATUS OF INITIAL CASE<br>MANAGEMENT CONFERENCE | 0.50         | 675         | 337.50        |
| 01/07/22    | JH          | REVIEW FILED COMPLAINT AND CASE<br>NOTES; ASSESS CLAIMS                                                                                                                | 0.60         | 750         | 450.00        |
| 01/07/22    | RE          | DRAFT AND FILE 170.6 PEREMPTORY<br>CHALLENGE                                                                                                                           | 0.60         | 675         | 405.00        |
| 01/18/22    | RE          | CHECK DOCKET FOR STATUS OF 170.6<br>PEREMPTORY CHALLENGE                                                                                                               | 0.30         | 675         | 202.50        |
| 02/14/22    | JH          | REVIEW/ANALYZE NOTICE OF<br>REASSIGNMENT; RESEARCH JUDICIAL<br>ASSIGNMENT                                                                                              | 0.40         | 750         | 300.00        |
| 02/14/22    | RE          | PREPARE INITIAL DOCUMENTS FOR<br>SERVICE OF PROCESS; IDENTIFY<br>REGISTERED AGENTS FOR BOTH<br>DEFENDANTS; SEND OUT FOR<br>SERVICE VIA KNOX                            | 0.80         | 675         | 540.00        |
| 02/14/22    | RE          | REVIEW ORDER OF REASSIGNMENT,<br>REVIEW EMAIL FROM HD RE SERVICE<br>OF PROCESS & POS FILING RE ORDER<br>OF REASSIGNMENT                                                | 0.20         | 675         | 135.00        |
| 02/15/22    | RE          | DRAFT PAGA ONLY REPRESENTATIVE<br>ACTION COMPLAINT                                                                                                                     | 2.75         | 675         | 1,856.25      |
| 02/16/22    | RE          | FILE PROOF OF SERVICE OF SUMMONS<br>RE BOTH DEFENDANTS; MEMO TO<br>FIRM RE POST-SERVICE<br>COMMENCEMENT OF WRITTEN<br>DISCOVERY                                        | 0.50         | 675         | 337.50        |
| 02/16/22    | RE          | [PAGA] DRAFT SUMMONS, CIVIL CASE                                                                                                                                       | 0.60         | 675         | 405.00        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                    | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|             |             | COVER SHEET &<br>ADDENDUM/STATEMENT OF<br>LOCATION                                                                                                                                    |              |             |               |
| 02/16/22    | RE          | REVIEW & FINALIZE PAGA ONLY<br>COMPLAINT PACKAGE; FILE IN LA<br>SUP. CT.                                                                                                              | 0.75         | 675         | 506.25        |
| 02/25/22    | JH          | ADVISE HD RE DISCOVERY                                                                                                                                                                | 0.30         | 750         | 225.00        |
| 02/28/22    | RE          | REVIEW COURT RETURNED<br>DOCUMENTS RE PAGA ONLY<br>COMPLAINT; REVIEW DOCKET; MEMO<br>TO FIRM RE JUDICIAL/DEPARTMENT<br>ASSIGNMENT AND STATUS OF INITIAL<br>CASE MANAGEMENT CONFERENCE | 0.50         | 675         | 337.50        |
| 02/28/22    | RE          | UPLOAD PAGA ONLY COMPLAINT TO<br>LWDA WEBSITE; SAVE<br>CONFIRMATION FOR FUTURE<br>VERIFICATION OF NOTICE TO LWDA                                                                      | 0.40         | 675         | 270.00        |
| 02/28/22    | JH          | REVIEW PAGA ONLY COMPLAINT;<br>DISCUSS RELATED MATTERS WITH ND                                                                                                                        | 0.40         | 750         | 300.00        |
| 03/17/22    | JH          | REVIEW/ANALYZE DEFENDANT'S<br>ANSWER                                                                                                                                                  | 0.40         | 750         | 300.00        |
| 03/25/22    | JH          | REVIEW FILE; PREPARE FOR AND<br>ATTEND MEET AND CONFER CALL<br>WITH DEFENSE COUNSEL; ADVISE<br>TEAM                                                                                   | 0.80         | 750         | 600.00        |
| 03/29/22    | JH          | REVIEW/ANALYZE JOINT STATEMENT                                                                                                                                                        | 0.40         | 750         | 300.00        |
| 04/04/22    | RE          | FOLLOW UP WITH DEFENSE COUNSEL<br>RE NOTICE & ACKNOWLEDMENT OF<br>RECEIPT RE PAGA ONLY ACTION;<br>PREPARE INITIAL DOCUMENTS FOR<br>SERVICE OF PROCESS                                 | 0.70         | 675         | 472.50        |
| 04/05/22    | RE          | FOLLOW UP COMM. W DEFENSE<br>COUNSEL RE NOTICE AND<br>ACKNOWLEDMENT OF RECEIPT                                                                                                        | 0.20         | 675         | 135.00        |
| 04/05/22    | RE          | REVIEW DOCKET; PULL AND REVIEW<br>INITIAL CASE MANAGEMENT<br>CONFERENCE ORDER; FORWARD TO<br>FIRM AND CH TO CALENDAR                                                                  | 0.30         | 675         | 202.50        |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                                                                                                                          | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 04/05/22    | RE          | PREPARE NOTICE AND<br>ACKNOWLEDMENT OF RECEIPT FOR<br>BOTH DEFENDANTS RE SERVICE OF<br>PROCESS/PAGA ONLY ACTION; SEND<br>TO DEFENSE COUNSEL; INSTRUCT<br>STAFF TO SEND HARD COPY                                                                                            | 0.60         | 675         | 405.00        |
| 04/06/22    | JH          | CORRESPONDENCE WITH DEFENSE<br>COUNSEL RE POTENTIAL<br>CONSOLIDATION; ADVISE SP                                                                                                                                                                                             | 0.30         | 750         | 225.00        |
| 04/06/22    | SP          | PREPARED FOR INITIAL STATUS<br>CONFERENCE. APPEARED FOR INITIAL<br>STATUS CONFERENCE. PREPARED<br>AND SERVED NOTICE OF RULING.<br>DISCUSSED CASE STRATEGY WITH JSH<br>AND NJD. MET AND CONFERRED WITH<br>OPPOSING COUNSEL RE:<br>CONSOLIDATION OF CLASS AND PAGA<br>CLAIMS. | 3.40         | 675         | 2,295.00      |
| 04/07/22    | JH          | REVIEW REVISED STIPULATION                                                                                                                                                                                                                                                  | 0.40         | 750         | 300.00        |
| 04/07/22    | SP          | DRAFTED VERSION 1 OF STIPULATION<br>TO CONSOLIDATE CLAIMS AND SENT<br>TO COUNSEL                                                                                                                                                                                            | 1.50         | 675         | 1,012.50      |
| 04/08/22    | JH          | FURTHER REVISE STIP TO<br>CONSOLIDATE; ADVISE SP                                                                                                                                                                                                                            | 0.30         | 750         | 225.00        |
| 04/08/22    | SP          | DRAFTED VERSION 2 OF STIPULATION<br>TO CONSOLIDATE CLAIMS AND SENT<br>TO COUNSEL FOR APPROVAL. FILED<br>STIPULATION.                                                                                                                                                        | 2.30         | 675         | 1,552.50      |
| 04/26/22    | RE          | PREPARE POS-010 PROOF OF SERVICE<br>FORM FOR TWO DEFENDANTS;<br>ATTACHED EXECUTED NOTICE AND<br>ACKNOWLEDGMENT OF RECEIPT; FILE<br>PROOF OF SERVICE OF SUMMONS;<br>MEMO TO FIRM RE POST-SERVICE<br>WRITTEN DISCOVERY RE REP ACTION                                          | 0.70         | 675         | 472.50        |
| 05/16/22    | JH          | REVIEW/ANALYZE DEFENDANT'S<br>OBJECTIONS TO PLAINTIFF'S PMK<br>DEPO NOTICE                                                                                                                                                                                                  | 0.40         | 750         | 300.00        |
| 05/17/22    | SP          | REVIEW AND ANALYZE FILE TO<br>PREPARE FOR CMC MEET AND COFER.                                                                                                                                                                                                               | 1.60         | 675         | 1,080.00      |

| <u>DATE</u>                 | <u>ATTY</u>               | <u>DESCRIPTION</u>                                                                                   | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u>       |
|-----------------------------|---------------------------|------------------------------------------------------------------------------------------------------|--------------|-------------|---------------------|
|                             |                           | MET AND CONFERRED WITH COUNSEL. DRAFTED INITIAL CMC STATEMENT. SENT EMAIL CORRESPONDENCE TO COUNSEL. |              |             |                     |
| 05/31/22                    | SP                        | REVISE, FILE AND SERVE CASE MANAGEMENT STATEMENT. COMMUNICATION WITH COUNSEL.                        | 2.10         | 675         | 1,417.50            |
| 06/06/22                    | JH                        | REVIEW/ANALYZE DEFENDANT'S ANSWER TO COMPLAINT                                                       | 0.40         | 750         | 300.00              |
| 06/08/22                    | JH                        | CORRESPONDENCE WITH DEFENSE COUNSEL RE POTENTIAL MEDIATION AND DISCOVERY                             | 0.30         | 750         | 225.00              |
| 06/14/22                    | SP                        | MEET AND CONFER WITH COUNSEL AND DISCUSS CASE WITH AJB.                                              | 1.30         | 675         | 877.50              |
| <u>TOTAL BILLED HOURS</u>   |                           |                                                                                                      |              |             |                     |
| JEFF HERMAN                 |                           | 5.40 hr @ 750.00                                                                                     | \$           | 4,050.00    |                     |
| RICO EHMANN                 |                           | 15.90 hr @ 675.00                                                                                    | \$           | 10,732.50   |                     |
| SCOTT BLUMENTHAL            |                           | 19.20 hr @ 450.00                                                                                    | \$           | 8,640.00    |                     |
| SERGIO PUCHE                |                           | 12.20 hr @ 675.00                                                                                    | \$           | 8,235.00    |                     |
| TOTAL PROFESSIONAL SERVICES |                           |                                                                                                      | 52.70        |             | <u>\$ 31,657.50</u> |
| COSTS ADVANCED              |                           |                                                                                                      |              |             |                     |
| 11/16/21                    | PAGA FILING FEE           |                                                                                                      |              |             | 75.00               |
| 01/07/22                    | FILING FEE/ONELEGAL FEE   |                                                                                                      |              |             | 1,494.01            |
| 01/07/22                    | FILING FEE/ONELEGAL FEE   |                                                                                                      |              |             | 12.35               |
| 01/08/22                    | FILING FEE/ONELEGAL FEE   |                                                                                                      |              |             | 39.12               |
| 01/11/22                    | FILING FEE/ONELEGAL FEE   |                                                                                                      |              |             | 108.61              |
| 02/08/22                    | MESSENGER - KNOX          |                                                                                                      |              |             | 248.30              |
| 02/16/22                    | ONELEGAL/COURT FILING FEE |                                                                                                      |              |             | 16.68               |
| 02/17/22                    | ONELEGAL/COURT FILING FEE |                                                                                                      |              |             | 39.12               |
| 02/28/22                    | ONELEGAL/COURT FILING FEE |                                                                                                      |              |             | 464.51              |

| <u>DATE</u>           | <u>DESCRIPTION</u> | <u>AMOUNT</u>       |
|-----------------------|--------------------|---------------------|
| TOTAL COSTS ADVANCED  |                    | <u>\$ 2,497.70</u>  |
| TOTAL CURRENT CHARGES |                    | <u>\$ 34,155.20</u> |

**EXHIBIT #4**

# Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

## INVOICE

Invoice # 1  
Date: 12/14/2023  
Due On: 01/13/2024

Peter Hall  
331 S. Holly Canyon  
Ridgcrest, CA 93555

**CA2538**

**Suburban Propane, L.P.**

### Services

| Type    | Date       | Notes                                                                                                                            | Quantity | Rate     | Total      |
|---------|------------|----------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| Service | 06/15/2022 | Review and Analyze: Research case file and prepare for hearing                                                                   | 1.00     | \$550.00 | \$550.00   |
| Service | 06/15/2022 | Review and Analyze: Appear at Case Management Conference, memorialize same                                                       | 1.00     | \$550.00 | \$550.00   |
| Service | 06/21/2022 | Correspondence with Opposing Counsel: Correspondence with opposing counsel re mediation and mediator selection; discuss with AJB | 0.30     | \$750.00 | \$225.00   |
| Service | 07/14/2022 | Prepare Initial draft of the Case Management Statement (CM110) with respect to the PAGA matter.                                  | 1.00     | \$250.00 | \$250.00   |
| Service | 07/15/2022 | Draft: Review file; correspondence; and docket; revise and finalize Plaintiff's CMC stmt                                         | 0.60     | \$750.00 | \$450.00   |
| Service | 07/19/2022 | Review and analyze pleadings. Draft CM110. Filed and Served.                                                                     | 1.10     | \$675.00 | \$742.50   |
| Service | 07/22/2022 | Review and Analyze: Review and analyze Defendant's CMC stmt                                                                      | 0.30     | \$750.00 | \$225.00   |
| Service | 08/02/2022 | Prepared and appeared for Case Management Conference. Updated file. Drafted and served notice of ruling.                         | 2.70     | \$675.00 | \$1,822.50 |
| Service | 08/16/2022 | Exchange corr w/ defense attorney and mediator in order to book mediation.                                                       | 2.00     | \$895.00 | \$1,790.00 |

|         |            |                                                                                                                                                                                                              |      |          |            |
|---------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 08/23/2022 | Prep for and have call w/ co counsel. Discuss issues w/ partner. Email other co counsel. Analyze complaint and exchange emails re JPA w/ newest co counsel.                                                  | 2.50 | \$895.00 | \$2,237.50 |
| Service | 08/25/2022 | Prepared and discussed Meet and Confer re: Mediation Data with JSH, NJD and AJB. Met and Conferred with Counsel re: mediation data. Updated case file and team. Corresponded with Co-Counsel re: next steps. | 1.50 | \$675.00 | \$1,012.50 |
| Service | 08/26/2022 | Discuss with SP convo with defense counsel re mediation data                                                                                                                                                 | 0.50 | \$750.00 | \$375.00   |
| Service | 09/06/2022 | Review and analyze complaint, related actions, case notes, and correspondence. Drafted Mediation Data Request and sent to Co-Counsel.                                                                        | 1.40 | \$675.00 | \$945.00   |
| Service | 09/06/2022 | Reviewed and analyzed case file, notes, pleadings and correspondence. Drafted Initial Mediation data request and sent to Co-Counsel for review.                                                              | 2.50 | \$675.00 | \$1,687.50 |
| Service | 09/07/2022 | Prepared and appeared for Status Conference. Updated file. Meet and Confer with Counsel.                                                                                                                     | 1.10 | \$675.00 | \$742.50   |
| Service | 11/15/2022 | Review/analyze mediation doc/data production from Defendant; update case notes and exhibit book                                                                                                              | 1.50 | \$750.00 | \$1,125.00 |
| Service | 11/21/2022 | Further review/analyze documents in file and update exhibit book                                                                                                                                             | 1.00 | \$750.00 | \$750.00   |
| Service | 12/05/2022 | Review revised mediation submission; discuss with team                                                                                                                                                       | 0.50 | \$750.00 | \$375.00   |
| Service | 12/06/2022 | Revise exhibit book; advise AJB; review revision mediation submission                                                                                                                                        | 0.50 | \$750.00 | \$375.00   |
| Service | 12/08/2022 | Speak with client in advance of mediation, analyze claims, advise AJB                                                                                                                                        | 2.60 | \$450.00 | \$1,170.00 |
| Service | 12/09/2022 | Review docs, analyze re settlement issues. Advise AJ.                                                                                                                                                        | 1.00 | \$995.00 | \$995.00   |
| Service | 12/09/2022 | Add individual claims to case notes, calculate damages, advise AJB                                                                                                                                           | 2.60 | \$450.00 | \$1,170.00 |
| Service | 12/12/2022 | Discuss mediation with team; review draft MOU                                                                                                                                                                | 0.40 | \$750.00 | \$300.00   |
| Service | 12/12/2022 | Attend mediation                                                                                                                                                                                             | 8.00 | \$450.00 | \$3,600.00 |
| Service | 12/21/2022 | Review file; draft/revise joint post-mediation station report; circulate to defendant                                                                                                                        | 0.60 | \$750.00 | \$450.00   |
| Service | 12/22/2022 | Review revised joint report; finalize and circulate for execution                                                                                                                                            | 0.40 | \$750.00 | \$300.00   |
| Service | 12/27/2022 | Review/analyze final MOU; discuss longform with NBB and ND                                                                                                                                                   | 0.80 | \$750.00 | \$600.00   |
| Service | 12/27/2022 | Analyze MOU for long form assignment, advise JH                                                                                                                                                              | 2.00 | \$995.00 | \$1,990.00 |

|         |            |                                                                                                                                                                                       |      |          |            |
|---------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 01/05/2023 | Update post-mediation status report and circulate to defendant                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| Service | 01/17/2023 | Reviewed proposed stipulation to amend complaint and file SAC.                                                                                                                        | 1.20 | \$675.00 | \$810.00   |
| Service | 01/17/2023 | Review draft stipulation and proposed amended complaint; revise proposed revisions by SP; advise                                                                                      | 0.70 | \$750.00 | \$525.00   |
| Service | 01/17/2023 | Reviewed and analyzed Co Counsel Amended complaint, reviewed MOU, reviewed Hall complaint. Incorporated Plaintiff Hall's Claims by redline to proposed FAC. Sent to JSH for approval. | 3.30 | \$675.00 | \$2,227.50 |
| Service | 01/23/2023 | Prepared and appeared for hearing. Updated case file. Drafted Notice of ruling and arranged for service.                                                                              | 2.40 | \$675.00 | \$1,620.00 |
| Service | 01/24/2023 | Reviewed case file and updated hearing calendar.                                                                                                                                      | 0.40 | \$675.00 | \$270.00   |
| Service | 01/26/2023 | Review settlement instructions from NBB; discuss with KN and AJB; advise team accordingly                                                                                             | 0.60 | \$750.00 | \$450.00   |
| Service | 01/30/2023 | Prepare and appear for TSC; advise team                                                                                                                                               | 1.00 | \$750.00 | \$750.00   |
| Service | 01/30/2023 | Review/analyze MOU; research procedural posture of related settling matters; discuss with ND; draft longform class action settlement agreement; circulate to NBB for review           | 4.00 | \$750.00 | \$3,000.00 |
| Service | 01/31/2023 | Further review MOU; draft longform settlement agreement; circulate to NBB for review                                                                                                  | 1.70 | \$750.00 | \$1,275.00 |
| Service | 01/31/2023 | Review long form, analyze..                                                                                                                                                           | 1.25 | \$995.00 | \$1,243.75 |
| Service | 02/01/2023 | Review proposed revisions from NBB re longform settlement agreement; revise and discuss with NBB and KN                                                                               | 0.60 | \$750.00 | \$450.00   |
| Service | 02/01/2023 | Review long form - analyze. Advise JH.                                                                                                                                                | 2.50 | \$995.00 | \$2,487.50 |
| Service | 02/02/2023 | Discuss with AJB; review release in Fernandez Action; further revise longform class settlement agreement; circulate to NBB                                                            | 0.80 | \$750.00 | \$600.00   |
| Service | 02/06/2023 | Further revise settlement agreements per NBB and AJB; circulate for review                                                                                                            | 0.50 | \$750.00 | \$375.00   |
| Service | 02/06/2023 | Review draft agreement; analysis of settlement issues; review emails from AJ and JH; respond                                                                                          | 1.50 | \$950.00 | \$1,425.00 |
| Service | 02/07/2023 | Additional discussion with NBB and KN re calculation of reimbursement class individual rate for longform agreement                                                                    | 0.50 | \$750.00 | \$375.00   |
| Service | 02/07/2023 | Final review of revisions, advise KN.                                                                                                                                                 | 1.50 | \$995.00 | \$1,492.50 |
| Service | 02/13/2023 | Review/analyze co-counsel's further revisions to SAC; advise KN                                                                                                                       | 1.00 | \$750.00 | \$750.00   |

|         |            |                                                                                                                 |      |          |            |
|---------|------------|-----------------------------------------------------------------------------------------------------------------|------|----------|------------|
| Service | 02/13/2023 | Review documents from co-counsel; analysis of settlement issues; respond to co-counsel; review draft SAC        | 1.50 | \$950.00 | \$1,425.00 |
| Service | 02/13/2023 | Review and revise draft Agreement; emails with co-counsel                                                       | 2.00 | \$950.00 | \$1,900.00 |
| Service | 02/17/2023 | Review final SAC for filing; execute and circulate                                                              | 0.40 | \$750.00 | \$300.00   |
| Service | 02/20/2023 | Review file and status of settlement; draft post-mediation status report; circulate to defendant for review     | 0.70 | \$750.00 | \$525.00   |
| Service | 02/27/2023 | Prepare for and attend Status Conference; prepare notice as ordered by Court; advise team                       | 0.60 | \$750.00 | \$450.00   |
| Service | 03/11/2023 | Review draft longform prepared by co-counsel; advise KN                                                         | 1.00 | \$750.00 | \$750.00   |
| Service | 03/14/2023 | Further review and revise draft longform settlement agreement prepared by co-counsel; advise KN and NBB         | 1.00 | \$750.00 | \$750.00   |
| Service | 03/27/2023 | Review status on longform; f/u with KN                                                                          | 0.30 | \$750.00 | \$225.00   |
| Service | 03/27/2023 | Review and revise draft Agreement; review draft notice; email co-counsel re revisions and comments              | 2.50 | \$950.00 | \$2,375.00 |
| Service | 03/31/2023 | Review revised Agreement; review emails; respond to co-counsel                                                  | 1.50 | \$950.00 | \$1,425.00 |
| Service | 03/31/2023 | Additional correspondence with co-counsel re longform settlement agreement; discuss with KN                     | 0.40 | \$750.00 | \$300.00   |
| Service | 04/13/2023 | Review file and status of settlement agreement; f.u with co-counsel; advise NBB                                 | 0.30 | \$750.00 | \$225.00   |
| Service | 04/19/2023 | Review/analyze draft of the preliminary approval motion.                                                        | 2.00 | \$895.00 | \$1,790.00 |
| Service | 04/20/2023 | Review/analyze Draft motion for preliminary approval                                                            | 1.00 | \$750.00 | \$750.00   |
| Service | 04/23/2023 | Review file; draft declaration of Peter Hall in support of preliminary approval/class rep service award request | 2.75 | \$675.00 | \$1,856.25 |
| Service | 05/01/2023 | Review revisions to draft agreement and class notice; advise JH                                                 | 0.50 | \$950.00 | \$475.00   |
| Service | 05/01/2023 | Review/analyze Defendant's proposed revisions to class notice and longform; discuss with KN: advise co-counsel  | 0.50 | \$750.00 | \$375.00   |
| Service | 05/10/2023 | Review emails; prepare signed agreement; respond to co-counsel                                                  | 0.30 | \$950.00 | \$285.00   |
| Service | 05/16/2023 | Prepare final decl ISO preliminary approval                                                                     | 0.60 | \$950.00 | \$570.00   |
| Service | 05/25/2023 | Update from co-counsel re status of longform                                                                    | 0.30 | \$750.00 | \$225.00   |

|         |            |                                                                                                                                                                                                                   |      |          |            |
|---------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|------------|
|         |            | agreement                                                                                                                                                                                                         |      |          |            |
| Service | 06/05/2023 | Review and further revise draft individual longform settlement agreement; discuss with KN                                                                                                                         | 0.50 | \$750.00 | \$375.00   |
| Service | 06/12/2023 | Review/revise Defendant's revisions to settlement longform agreement; discuss with KN                                                                                                                             | 1.00 | \$750.00 | \$750.00   |
| Service | 06/14/2023 | Review defendant revisions to agreement; review JH comments and notes; advise JH                                                                                                                                  | 0.75 | \$950.00 | \$712.50   |
| Service | 06/20/2023 | F/u with defense counsel re status of individual agreement                                                                                                                                                        | 0.30 | \$750.00 | \$225.00   |
| Service | 06/21/2023 | Review status of matter and amended pleading; draft joint report; circulate to Defendant for review                                                                                                               | 0.40 | \$750.00 | \$300.00   |
| Service | 06/21/2023 | Draft: Drafted Request for Dismissal and supporting documents; including declaration of JH.                                                                                                                       | 1.00 | \$450.00 | \$450.00   |
| Service | 06/22/2023 | Call with defense counsel re report to court; draft/revise req. for dismissal with supporting docs; finalize and file/serve                                                                                       | 1.00 | \$750.00 | \$750.00   |
| Service | 06/29/2023 | Correspondence with defense counsel re executed individual agreement; advise KN and ND; inquire about plaintiff's signature                                                                                       | 0.30 | \$750.00 | \$225.00   |
| Service | 07/12/2023 | Reviewed orders, correspondence, Preliminary approval motion. Checked case docket and updated file.                                                                                                               | 1.80 | \$675.00 | \$1,215.00 |
| Service | 07/27/2023 | Review tentative ruling and review emails; respond and revise documents for analysis of timing                                                                                                                    | 0.50 | \$950.00 | \$475.00   |
| Service | 08/22/2023 | Reviewed case docket in Class and PAGA matter. Reviewed correspondence, documents and filings. Discussed with KN and JSH. Reviewed, revised and finalized Request for Dismissal without prejudice in PAGA matter. | 0.70 | \$675.00 | \$472.50   |
| Service | 11/20/2023 | Review status and emails; discuss with JH and provide schedule                                                                                                                                                    | 0.50 | \$950.00 | \$475.00   |
| Service | 11/29/2023 | Review attorney billing and costs for loadstar analysis; review preliminary approval order and further review longform agreement; being drafting motion for final approval and attorneys fees; discuss with KN    | 1.50 | \$750.00 | \$1,125.00 |
| Service | 12/01/2023 | Continue and finish first draft of motion for final approval and fees                                                                                                                                             | 2.00 | \$750.00 | \$1,500.00 |
| Service | 12/04/2023 | Discuss FMA/Fee brief with KN and revise accordingly; circulate revised draft                                                                                                                                     | 0.80 | \$750.00 | \$600.00   |
| Service | 12/07/2023 | Work on approval issues; review status; emails to/from co-counsel; follow up with the Admin                                                                                                                       | 1.00 | \$950.00 | \$950.00   |

|                          |            |                                                                                                                                                                   |      |          |                    |
|--------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|--------------------|
| Service                  | 12/08/2023 | Review status and final settlement documents; prepare for approval issues; review Admin decl; redline declaration and double check calculations; respond to Admin | 1.00 | \$950.00 | \$950.00           |
| Service                  | 12/08/2023 | Work on approval issues; review and revise motion for final approval; email co-counsel; memo to staff                                                             | 3.50 | \$950.00 | \$3,325.00         |
| Service                  | 12/08/2023 | Review KN revisions to MFA/Fee brief; discuss with KN; begin drafting supporting decl                                                                             | 1.00 | \$750.00 | \$750.00           |
| Service                  | 12/10/2023 | Review attorney billing and costs for loadstar analysis; continue draft of decl in support of MFA/Fee Motion; circulate to KN and discuss                         | 2.00 | \$750.00 | \$1,500.00         |
| Service                  | 12/12/2023 | Review and revise motion for final approval; circulate draft to the Defendant                                                                                     | 2.00 | \$950.00 | \$1,900.00         |
| Service                  | 12/14/2023 | Review and revise declaration ISO final approval; review billing and prepare final firm billing                                                                   | 1.50 | \$950.00 | \$1,425.00         |
| Service                  | 12/14/2023 | Review and revise motion for final approval; draft proposed order and judgment; email Def                                                                         | 2.50 | \$950.00 | \$2,375.00         |
| <b>Services Subtotal</b> |            |                                                                                                                                                                   |      |          | <b>\$86,957.50</b> |

### Expenses

| Type    | Date       | Notes                          | Quantity | Rate       | Total      |
|---------|------------|--------------------------------|----------|------------|------------|
| Expense | 04/26/2022 | Onelegal/Filing Fee            | 1.00     | \$17.19    | \$17.19    |
| Expense | 04/28/2022 | Onelegal/Filing Fee            | 1.00     | \$42.72    | \$42.72    |
| Expense | 06/01/2022 | One Legal Invoice No. 04112687 | 1.00     | \$17.19    | \$17.19    |
| Expense | 06/18/2022 | One Legal Invoice No. 04154820 | 1.00     | \$17.19    | \$17.19    |
| Expense | 07/07/2022 | Caseanywhere                   | 1.00     | \$128.25   | \$128.25   |
| Expense | 07/18/2022 | One Legal Invoice - 04221558   | 1.00     | \$17.19    | \$17.19    |
| Expense | 07/18/2022 | One Legal Invoice No.04223230  | 1.00     | \$17.19    | \$17.19    |
| Expense | 08/22/2022 | Mediation Fees - Lou Marlin.   | 1.00     | \$3,000.00 | \$3,000.00 |
| Expense | 10/09/2022 | Case Anywhere Fees             | 1.00     | \$135.00   | \$135.00   |
| Expense | 12/22/2022 | One Legal Invoice - 04623508   | 1.00     | \$17.19    | \$17.19    |
| Expense | 01/06/2023 | One Legal Invoice - 04651505   | 1.00     | \$17.16    | \$17.16    |
| Expense | 01/09/2023 | Case Anywhere Fee              | 1.00     | \$147.00   | \$147.00   |
| Expense | 02/21/2023 | One Legal Invoice No. 04766933 | 1.00     | \$17.66    | \$17.66    |
| Expense | 04/16/2023 | Case Anywhere Fees.            | 1.00     | \$165.00   | \$165.00   |

|                          |            |                                |      |                   |          |
|--------------------------|------------|--------------------------------|------|-------------------|----------|
| Expense                  | 06/22/2023 | File Request for Dismissal     | 1.00 | \$71.39           | \$71.39  |
| Expense                  | 06/23/2023 | One Legal Invoice No. 05091264 | 1.00 | \$17.66           | \$17.66  |
| Expense                  | 06/23/2023 | One Legal Invoice No. 05091355 | 1.00 | \$17.66           | \$17.66  |
| Expense                  | 07/03/2023 | Case Anywhere Fees.            | 1.00 | \$171.00          | \$171.00 |
| Expense                  | 08/23/2023 | filing via One Legal           | 1.00 | \$17.66           | \$17.66  |
| Expense                  | 08/23/2023 | filing via One Legal           | 1.00 | \$17.66           | \$17.66  |
| Expense                  | 10/05/2023 | Case Anywhere Fee.             | 1.00 | \$135.00          | \$135.00 |
| Expense                  | 12/14/2023 | Filing fee - motion            | 1.00 | \$60.00           | \$60.00  |
| <b>Expenses Subtotal</b> |            |                                |      | <b>\$4,263.96</b> |          |

| Time Keeper      | Quantity | Rate     | Total              |
|------------------|----------|----------|--------------------|
| AJ Bhowmik       | 6.5      | \$895.00 | \$5,817.50         |
| Norm Blumenthal  | 8.25     | \$995.00 | \$8,208.75         |
| Scott Blumenthal | 13.2     | \$450.00 | \$5,940.00         |
| Ricardo Ehmann   | 2.75     | \$675.00 | \$1,856.25         |
| Jeffrey Herman   | 36.4     | \$750.00 | \$27,300.00        |
| Charlotte James  | 2.0      | \$550.00 | \$1,100.00         |
| Trevor Moran     | 1.0      | \$450.00 | \$450.00           |
| Kyle Nordrehaug  | 23.65    | \$950.00 | \$22,467.50        |
| Sergio Puche     | 20.1     | \$675.00 | \$13,567.50        |
| Heather Drosi    | 1.0      | \$250.00 | \$250.00           |
| <b>Subtotal</b>  |          |          | <b>\$91,221.46</b> |
| <b>Total</b>     |          |          | <b>\$91,221.46</b> |

## Detailed Statement of Account

### Current Invoice

| Invoice Number | Due On     | Amount Due  | Payments Received | Balance Due |
|----------------|------------|-------------|-------------------|-------------|
| 1              | 01/13/2024 | \$91,221.46 | \$0.00            | \$91,221.46 |

|                                 |                    |
|---------------------------------|--------------------|
| <b>Outstanding Balance</b>      | <b>\$91,221.46</b> |
| <b>Total Amount Outstanding</b> | <b>\$91,221.46</b> |

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

Please pay within 30 days.

**EXHIBIT #5**

# LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

|                  |                      |                         | Years Out of Law School * |       |       |       |       |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|-------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +  |
| 6/01/22- 5/31/23 | 1.085091             | \$225                   | \$413                     | \$508 | \$733 | \$829 | \$997 |
| 6/01/21- 5/31/22 | 1.006053             | \$208                   | \$381                     | \$468 | \$676 | \$764 | \$919 |
| 6/01/20- 5/31/21 | 1.015894             | \$206                   | \$378                     | \$465 | \$672 | \$759 | \$914 |
| 6/01/19- 5/31/20 | 1.0049               | \$203                   | \$372                     | \$458 | \$661 | \$747 | \$899 |
| 6/01/18- 5/31/19 | 1.0350               | \$202                   | \$371                     | \$455 | \$658 | \$742 | \$894 |
| 6/01/17- 5/31/18 | 1.0463               | \$196                   | \$359                     | \$440 | \$636 | \$717 | \$864 |
| 6/01/16- 5/31/17 | 1.0369               | \$187                   | \$343                     | \$421 | \$608 | \$685 | \$826 |
| 6/01/15- 5/31/16 | 1.0089               | \$180                   | \$331                     | \$406 | \$586 | \$661 | \$796 |
| 6/01/14- 5/31/15 | 1.0235               | \$179                   | \$328                     | \$402 | \$581 | \$655 | \$789 |
| 6/01/13- 5/31/14 | 1.0244               | \$175                   | \$320                     | \$393 | \$567 | \$640 | \$771 |
| 6/01/12- 5/31/13 | 1.0258               | \$170                   | \$312                     | \$383 | \$554 | \$625 | \$753 |
| 6/01/11- 5/31/12 | 1.0352               | \$166                   | \$305                     | \$374 | \$540 | \$609 | \$734 |
| 6/01/10- 5/31/11 | 1.0337               | \$161                   | \$294                     | \$361 | \$522 | \$589 | \$709 |
| 6/01/09- 5/31/10 | 1.0220               | \$155                   | \$285                     | \$349 | \$505 | \$569 | \$686 |
| 6/01/08- 5/31/09 | 1.0399               | \$152                   | \$279                     | \$342 | \$494 | \$557 | \$671 |
| 6/01/07-5/31/08  | 1.0516               | \$146                   | \$268                     | \$329 | \$475 | \$536 | \$645 |
| 6/01/06-5/31/07  | 1.0256               | \$139                   | \$255                     | \$313 | \$452 | \$509 | \$614 |
| 6/1/05-5/31/06   | 1.0427               | \$136                   | \$249                     | \$305 | \$441 | \$497 | \$598 |
| 6/1/04-5/31/05   | 1.0455               | \$130                   | \$239                     | \$293 | \$423 | \$476 | \$574 |
| 6/1/03-6/1/04    | 1.0507               | \$124                   | \$228                     | \$280 | \$405 | \$456 | \$549 |
| 6/1/02-5/31/03   | 1.0727               | \$118                   | \$217                     | \$267 | \$385 | \$434 | \$522 |
| 6/1/01-5/31/02   | 1.0407               | \$110                   | \$203                     | \$249 | \$359 | \$404 | \$487 |
| 6/1/00-5/31/01   | 1.0529               | \$106                   | \$195                     | \$239 | \$345 | \$388 | \$468 |
| 6/1/99-5/31/00   | 1.0491               | \$101                   | \$185                     | \$227 | \$328 | \$369 | \$444 |
| 6/1/98-5/31/99   | 1.0439               | \$96                    | \$176                     | \$216 | \$312 | \$352 | \$424 |
| 6/1/97-5/31/98   | 1.0419               | \$92                    | \$169                     | \$207 | \$299 | \$337 | \$406 |
| 6/1/96-5/31/97   | 1.0396               | \$88                    | \$162                     | \$198 | \$287 | \$323 | \$389 |
| 6/1/95-5/31/96   | 1.032                | \$85                    | \$155                     | \$191 | \$276 | \$311 | \$375 |
| 6/1/94-5/31/95   | 1.0237               | \$82                    | \$151                     | \$185 | \$267 | \$301 | \$363 |

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

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

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

**EXHIBIT #6**

**SHIMODA & RODRIGUEZ LAW, PC**  
Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
9401 East Stockton Boulevard, Suite 120  
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**BLUMENTHAL NORDREHAUG BHOWMIK  
DE BLOUW LLP**

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Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

Attorneys for Plaintiffs  
[Additional parties continue on next page]

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

CARLETON EDWARDS, MICHAEL  
ADAMS, and PETER HALL, individually and  
on behalf of all other similarly situated  
employees,

Plaintiffs,

vs.

SUBURBAN PROPANE, L.P., a Delaware  
Limited Partnership; and DOES 1 to 100,  
inclusive,

Defendants.

**Case No. 34-2022-00314949-CU-OE-GDS**

*Assigned for All Purposes to Hon. Jill Talley,  
Department 27*

**DECLARATION OF PLAINTIFF  
CARLETON EDWARDS IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
AWARD OF ATTORNEYS' FEES, COSTS,  
SERVICE AWARDS AND  
ADMINISTRATION COSTS**

Date: January 12, 2024

Time: 9:00 a.m.

*[hearing set by Order dated August 7, 2023]*

Dept.: 27

Judge: Hon. Jill Talley

Filed: February 2, 2022

Trial Date: None Set

1 **POTTER HANDY LLP**  
2 Mark D. Potter (SBN 166317)  
3 mark@potterhandy.com  
4 James M. Treglio (SBN 228077)  
5 jimt@potterhandy.com  
6 100 Pine St., Ste 1250  
7 San Francisco, CA 94111  
8 (858) 375-7385  
9 Fax: (888) 422-5191

10 Attorneys for Plaintiffs  
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1 I, Carleton Edwards, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this  
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in  
4 support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Suburban Propane, L.P. ("Defendant") from  
6 approximately October 5, 2020, to March 8, 2021, as a non-exempt employee. I was subject to  
7 all of Defendant's policies and practices that have been alleged as unlawful in the Complaint and  
8 the notice sent to the Labor and Workforce Development Agency, including the following: failure  
9 to pay overtime, failure to pay minimum wages, failure to provide accurate wage statements,  
10 failure to timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu  
11 thereof, failure to reimburse expenses, and the failure to provide paid sick leave.

12 3. I have actively participated in the litigation of this case for the benefit of all Class  
13 Members. Prior to obtaining an attorney, I researched the claims and several different law firms,  
14 so I could be sure I could have an informed discussion an attorney that I felt would be a good fit  
15 for the case. After securing Shimoda & Rodriguez Law, PC, I continued to be actively involved  
16 in the case to help ensure a positive outcome.

17 4. My attorneys explained to me the risks and benefits of bringing a class action and  
18 representative claims under the Private Attorneys General Act ("PAGA"). I understood that  
19 pursuing the case as a class and PAGA action meant that it would take substantially longer than  
20 pursuing my claims individually, whether in Court or with the California Labor Commissioner,  
21 and that I risked getting nothing in the end, but I believed it was important to make sure that  
22 Defendant followed the law for everyone. I took on the risk, both professionally and financially,  
23 in pursuing the case as a class and PAGA action rather than pursuing my claims individually. My  
24 name is on a publicly available document that prospective employers could try and find when  
25 deciding whether to hire me, potentially causing them to decide not to offer me a job. As a Class  
26 Representative, I also took on the risk of having to pay Defendant's costs if we were unsuccessful  
27 in bringing our claims.

1           5.       During the course of this litigation, I have given detailed accounts of all the facts  
2 related to my employment. I provided my attorneys with extensive documentation that I believe  
3 supported the claims brought against Defendant. I met with and assisted my attorneys in  
4 understanding these documents and providing context for Defendant's payroll process as it  
5 applied to me and how I believed it applied to Defendant's other employees.

6           6.       The work I performed for this case included an extensive review of documents and  
7 payroll practices to show and explain to my attorneys what was happening and why I thought it  
8 was unlawful. For example, I explained the nature of the work and the length of the shifts which  
9 we contended led to missing meal periods and rest periods, being required to remain on premises,  
10 and having to take on-duty meal and rest periods. This also included our contentions regarding  
11 the required use of personal cell phones to clock in and out, communicate with supervisors, and  
12 take pictures of the facilities and/or gauges being worked on. I also explained various types of  
13 paperwork, tests, and document reviews that we contended had to be completed before the  
14 official start date without pay. Further, I explained in detail Defendant's policies regarding  
15 personal protective equipment ("PPE") that we contended resulted in unpaid hours worked  
16 because of requirements to don and doff the equipment off-the-clock. We also went over, in  
17 detail the on-call requirements and payments, going through the payroll histories to identify  
18 regular rate of pay and overtime issues. These discussions were very important as they helped  
19 the derivative claims for waiting time penalties, failure to provide accurate wage statements, and  
20 PAGA violations. The review became even more detailed when my attorneys asked me  
21 questions about the payroll data sample that was produced as part of informal discovery to  
22 engage in mediation.

23           7.       I participated in the negotiations and settlement discussions in this case, including  
24 participating in mediation by phone, speaking with my attorneys to answer questions, provide any  
25 additional information needed to assist the negotiations, and discussing the potential terms of the  
26 Agreement to evaluate its adequacy. Throughout the course of this litigation, I have asked  
27 questions when I needed clarification about various aspects of this case to make sure there were  
28 continually steps taken to advance the interests of Class Members.



**EXHIBIT #7**

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
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Facsimile: (916) 760-3733

Attorneys for Plaintiffs CARLETON EDWARDS on behalf of himself  
and similarly situated employees

[additional parties continued on next page]

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

CARLETON EDWARDS, MICHAEL  
ADAMS, and PETER HALL, individually and  
on behalf of all other similarly situated  
employees,

Plaintiffs,

vs.

SUBURBAN PROPANE, L.P., a Delaware  
Limited Partnership; and DOES 1 to 100,  
inclusive,

Defendants.

**Case No. 34-2022-00314949-CU-OE-GDS**

*Assigned for All Purposes to Hon. Jill Talley,  
Department 27*

**CLASS ACTION**

**DECLARATION OF MICHAEL ADAMS IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Reservation No. 2720117

Date: June 30, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: February 2, 2022

FAC Filed: June 3, 2022

SAC Filed: March 10, 2023

Trial Date: None Set

POTTER HANDY LLP  
Mark D. Potter (SBN 166317)  
mark@potterhandy.com  
James M. Treglio (SBN 228077)  
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San Francisco, CA 94111  
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Attorneys for Plaintiff MICHAEL ADAMS and the Putative Class

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
Nicholas J. De Blouw (State Bar #280922)  
2255 Calle Clara  
La Jolla, CA 92037  
Telephone: (858)551-1223  
Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff PETER HALL

1 I, Michael Adams, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this  
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support  
4 of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I was employed by Suburban Propane, L.P., a nationwide marketer and distributor of a  
6 diverse array of products to meet the energy needs of its customers. In September 2020, I was hired by  
7 Defendants as a driver assigned to work in Sacramento, California. Defendant paid Plaintiff \$21.50 per  
8 hour until he resigned in February 2021. Like all Class Members, I remained on-call during my meal  
9 and rest periods. Defendant failed to implement a lawful rest period policy that informed me and the  
10 Class Members of our right to receive lawful rest periods for shifts greater than 3.5 hours. To the  
11 extent that I and the rest period class members could stop work during their shifts, we were nonetheless  
12 on-call, and were not provided with duty-free rest periods. While Defendants allowed me to take my  
13 breaks, I could not freely leave the truck that he drove as it contained hazardous materials like propane.  
14 In addition, me and the Class Members were not compensated with one (1) hours' worth of pay at their  
15 regular rate of compensation when we were not provided with a compliant rest period. Defendants  
16 likewise failed to provide me with a second meal period even if I worked more than 10 hours in a day.  
17 Due to Defendant's failure to pay me and the Class Members for all rest and meal period premiums,  
18 Defendant failed to timely pay the Class Members within seven (7) days of the close of the payroll  
19 period and the wage statements issued by Defendant do not indicate the correct amount of gross wages  
20 earned, the correct total hours worked, the correct net wages earned, or the applicable and/or correct  
21 hourly rates in effect during the pay period and the corresponding number of hours worked at each  
22 hourly rate.  
23

24 3. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and  
25 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe  
26 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.  
27  
28

4. I understand that any Class Representative Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 06/05/2023 in Sacramento, California.

Michael Adams  
D1A4BA1D6FC8CC62F38FD1BDF8E853CD ready**sign**

Michael Adams

**EXHIBIT #8**

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
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Facsimile: (916) 760-3733

Attorneys for Plaintiffs CARLETON EDWARDS on behalf of himself  
and similarly situated employees

[additional parties continued on next page]

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

CARLETON EDWARDS, MICHAEL  
ADAMS, and PETER HALL, individually and  
on behalf of all other similarly situated  
employees,

Plaintiffs,

vs.

SUBURBAN PROPANE, L.P., a Delaware  
Limited Partnership; and DOES 1 to 100,  
inclusive,

Defendants.

**Case No. 34-2022-00314949-CU-OE-GDS**

*Assigned for All Purposes to Hon. Jill Talley,  
Department 27*

**CLASS ACTION**

**DECLARATION OF PETER HALL IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Reservation No. 2720117

Date: June 30, 2023

Time: 9:00 a.m.

Dept.: 27

Judge: Hon. Jill Talley

Filed: February 2, 2022

FAC Filed: June 3, 2022

SAC Filed: March 10, 2023

Trial Date: None Set

POTTER HANDY LLP  
Mark D. Potter (SBN 166317)  
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Attorneys for Plaintiff MICHAEL ADAMS and the Putative Class

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)  
Kyle R. Nordrehaug (State Bar #205975)  
Aparajit Bhowmik (State Bar #248066)  
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Facsimile: (858) 551-1232  
Website: [www.bamlawca.com](http://www.bamlawca.com)

Attorneys for Plaintiff PETER HALL

1 I, Peter Hall, declare:

2  
3 1. I am a competent adult, I have personal knowledge of the facts set forth in this declaration,  
4 and I am making this declaration on behalf of myself, as a named plaintiff, and in support of Plaintiffs’  
5 Motion for Preliminary Approval of Class Action and PAGA Settlement and also in support of my  
6 application for a Class Representative Service Payment.

7  
8 2. I worked for the above-referenced defendant (“Suburban Propane”) in California from  
9 November of 2016 to September of 2021 and I was classified as a non-exempt employee during that time  
10 period.

11 3. I retained my attorneys who are experienced in both class action & PAGA representative  
12 action litigation and claims against employers for violations of the California Labor Code. I have no  
13 personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having  
14 any actual or potential conflicts of interest with another member of the class in this case nor am I aware  
15 of having any actual or potential conflicts of interest with the settlement administrator. I am not aware of  
16 having any actual or potential conflicts of interest with the proposed *Cy Pres* recipients. I am not aware  
17 of any other pending matter or action asserting claims that will be extinguished or adversely affected by  
18 this settlement.  
19  
20

21 4. I decided to pursue this class action lawsuit for the benefit of myself and other non-  
22 exempt employees who worked for Suburban Propane and be a class representative because I felt that  
23 my legal rights and others like me were violated. For example, Suburban Propane provided me a fax  
24 machine for my home office so that I could fax in my shift and service reports at the conclusion of each  
25 day. Suburban Propane required me to do this work off the clock at home after I had clocked out for the  
26 day. As a result I was not paid for all hours I worked. Also, even though Suburban Propane provided  
27 me with a cell phone I nonetheless had to use my personal cell phone for work related communications  
28

1 because the cell phone I was provided did not work properly. Suburban Propane did not reimburse me  
2 for the costs associated with using my personal cell phone for work-related issues and I was also not  
3 reimbursed for any home office expenses which included Internet, electricity and my landline telephone  
4 to use the fax machine.

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

13  
14         6. Even though this action is in the process of settling, I was and remain prepared to  
15 perform all the duties of a class representative. I understand that as a class representative I have  
16 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent non-exempt  
17 employees who worked for Suburban Propane during the class period. I have understood that as a  
18 fiduciary, I have a duty to prosecute this action for the benefit of the members of the class and surrender  
19 any right to compromise the group action for an individual gain.  
20

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

27         8. I understood that being a part of this lawsuit involved risks. For example, my attorneys  
28

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

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

13 10. A mediation took place on December 12, 2022 with Louis Marlin, an experienced and well-  
14 respected mediator of wage and hour class actions. Following the all-day mediation session, the parties  
15 agreed to settle the action based on a mediator's proposal.

17 11. I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and  
18 Release, discussed the terms with my attorneys, and asked my attorneys any questions I had. I believe  
19 the terms of the Settlement and allocations are fair and reasonable given the facts of the case.

21 12. I have been actively involved with this class action lawsuit performing the duties  
22 described above. Although I did not keep time records, I was in regular contact with my attorneys,  
23 reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit  
24 and in the settlement process. I estimate that I spent approximately 30-40 hours working on this case up  
25 until this point. I believe I have been diligent and have done what is expected of a named plaintiff and a  
26 proposed class representative to date, and will continue to do so. I have and always will maintain the  
27 best interest of the class.  
28

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

5           14.     I believe I did the right thing by filing this case on behalf of the class who are in line to  
6 receive monetary payments as a result of this case and settlement. I also believe that the requested Class  
7 Representative Service Payment of \$10,000 from the settlement is fair compensation for the work I  
8 performed and the risks I undertook.

9           15.     As part of the settlement it was necessary for me to sign a general release of claims I may  
10 have against Suburban Propane. I believe the Class Representative Service Payment I have requested  
11 provides me with some compensation for this agreed release.

12           16.     I understand that any Class Representative Service Payment I may receive is for my  
13 participation as a Class Representative and it is not contingent on my support or approval of the  
14 Agreement.

15           17.     In light of all the time and effort I have spent on this case, the risk I undertook by suing a  
16 former employer, the exposure to being responsible for paying Suburban Propane's costs in the event we  
17 did not win the case, the reputational risk that future employers may hold this lawsuit against me, the  
18 general release, and in light of the size of the settlement, I believe the request for \$10,000 as a Class

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1 Representative service payment is fair and reasonable.  
2

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct.  
5

6 Executed on Apr 24, 2023, at Ridgecrest California.  
7 (city, state)

8 Peter Hall  
9 Peter Hall (Apr 24, 2023 06:24 PDT)  
10 Peter Hall  
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