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

NINA MCPHERSON and DOREEN
HUPP, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

GENERAL LOGISTICS SYSTEMS US,
INC., a California Corporation; and DOES
1 through 50, inclusive,

Defendants.

CASE NO.: **34-2022-00318236-CU-OE-GDS**
[consolidated with Case No.
34-2022-00318125]

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

Hearing Date: August 15, 2025
Hearing Time: 9:00 a.m.
[Hearing scheduled by Order dated April 14, 2025]

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: April 13, 2022
Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs McPherson and Doreen Hupp ("Plaintiffs") in this matter.
4 As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are
5 within my own personal knowledge, and if called as a witness, I could testify competently to the matters
6 stated herein. This declaration is being submitted in support to the Plaintiffs' motion for final approval
7 of the class settlement, including attorneys' fees, costs and service awards.

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

25 3. Checklist of Approval of Class Action Settlement and/or PAGA Settlements - In
26 compliance with Sacramento Superior Court, Local Rule 2.99.05, I attest that (1) I have reviewed the
27 Checklist of Approval of Class Action Settlement and/or PAGA Settlements ("Checklist") and (2)
28 Plaintiffs' motion papers were prepared in compliance with the Checklist. The following is an

1 identification of each item in the Motions for Final Approval of Settlements (II) checklist with numbers
2 corresponding to the number in the checklist:

3 (a) The following is a table of the key financial terms of the Class Action and PAGA
4 Settlement and the proposed deductions (Agreement at 3.2):

5 **\$2,500,000** (Gross Settlement Amount)

- 6 - \$20,000 (Plaintiffs' proposed service awards - not to exceed amount)
- 7 - \$50,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 8 - \$833,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 9 - \$50,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 10 - \$24,500 (Administration Expenses Payment)

11 **\$1,522,167** (Net Settlement Amount)

12 (b) Declaration of Class Counsel. See paragraph 2 above, 8-16 below.

- 13 a. See paragraph 2, 11(i) below and Exhibit #1 hereto.
- 14 b. See paragraph 13 below and Exhibit #3-4 hereto.
- 15 c. See paragraph 13 below and Exhibit #3-4 hereto.
- 16 d. See paragraphs 15-16 below and Exhibits #6-8 hereto.
- 17 e. See paragraph 11(i)(1)(a) and (b) below.
- 18 f. See paragraph 14 below and Exhibit #3-4 hereto.
- 19 g. See paragraph 14 below and Exhibit #3-4 hereto.

20
21 4. Summary of the Proposed Settlement.

22 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement
23 (the "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant
24 General Logistics Systems US, Inc. ("Defendant") reached a full and final settlement of the
25 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
26 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Two
27 Million Five Hundred Thousand Dollars (\$2,500,000) (the "Gross Settlement Amount") (Agreement
28 at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists of the following

elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payments to the Plaintiffs; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

(b) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

(c) Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members will be made within 14 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.29 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by The allocation of payment of claims shall be determined by first making a payment to the Inside Sales Subclass Members in the amount of \$600 per workweek, estimated at 622 total workweeks to amount to a total of \$373,200 for the unpaid commissions claim. The allocation of all claims other than the unpaid commission claim for the California Class Members (including the Inside Sales Subclass Members) will then be paid from the balance of the fund based on the number of workweeks worked during the Class Period. An Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

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

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

20 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
21 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
22 settlement administration in an amount not to exceed \$24,500. (Agreement at ¶ 3.2(c).) As set forth
23 in the Castro Decl. at ¶ 16, the Administration Expenses Payment, including fees and costs incurred
24 to-date, as well as anticipated fees and costs for completion of the settlement administration, are
25 \$24,500.

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

1 Counsel Litigation Expenses Payment in an amount not to exceed \$50,000. (Agreement at ¶ 3.2(b).)
2 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 each for the
3 Plaintiffs as their Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of these
4 requests for attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing
5 evidentiary support, including lodestar.

6 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross
7 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
8 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$50,000. (Agreement at ¶¶
9 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment
10 shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
11 ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
12 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
13 Periods.¹ (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has
14 been served with this motion and the Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally
16 approved for the same reasons the Court granted preliminary approval of the Settlement, agreeing that
17 the settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at 2:4-18.) In sum,
18 the Settlement valued at \$2,500,000 is an excellent result for the Class. This result is particularly
19 favorable in light of the fact that liability and class certification in this case were far from certain in
20 light of the defenses asserted by Defendant. Given the complexities of this case, the defenses
21 asserted, the uncertainty of class certification, along with the uncertainties of proof at trial and appeal,
22 the proposed settlement is fair, reasonable and adequate, and should be finally approved.

23
24 5. Procedural status of the settlement - In accordance with the Preliminary Approval
25 Order dated April 14, 205 ("Preliminary Approval Order"), the approved Class Notice has been
26

27
28 ¹ This PAGA Action was filed prior to June 2024, and therefore the prior version of Labor Code
¶2699 applies to the 75/25 allocation.

1 disseminated to the Class. The reaction of the Class unequivocally supports approval of the
2 Settlement. On May 12, 2025, the Administrator mailed the Court-approved Class Notice to the
3 Class Members, which provided each class member with the terms of the Settlement, including notice
4 of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and
5 service award that were being sought, how individual settlement awards would be calculated, and the
6 specific, estimated payment amount to that individual. See Declaration of Nick Castro ("Castro
7 Decl.") ¶ 7, Exh. A. In disseminating the notice, the Administrator followed the notice procedures
8 authorized by the Court in its Preliminary Approval Order. Significantly, there have been no
9 objections and no requests to opt-out. Castro Decl. ¶¶ 11-12. As such, the entire Class (100%) will
10 participate in the Settlement and will be sent a settlement check. *See* Castro Decl. at ¶¶ 13-14.
11

12 6. Description of Plaintiffs' claims - The Action generally alleges that Plaintiff and
13 other Class Members were not properly paid all overtime wages for hours worked and at the correct
14 rate of pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu
15 thereof, were not timely paid earned wages, were not provided reimbursement for required expenses,
16 were not provided accurate itemized wage statements, were not pay all sick wages and the correct rate
17 of pay, and were not paid all wages at the time of termination. The Action seeks unpaid wages,
18 penalties, attorney fees, litigation costs, and any other equitable or legal relief allegedly due and
19 owing to Plaintiff and the other Class Members by virtue of the foregoing claims.
20

21 7. Procedural History of the Litigation

22 (a) On January 14, 2022, Plaintiffs filed with the LWDA and served on Defendant a
23 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
24 penalties on behalf of Aggrieved Employees for various Labor Code violations.

25 (b) On April 12, 2022, Plaintiff McPherson commenced this Action by filing a
26 Complaint against Defendant in the Superior Court of the State of California, County of Sacramento.
27 This class action Complaint asserted class claims against Defendant for: (1) unfair competition in
28 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in

1 violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in
2 violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide required meal periods
3 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
4 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
5 statements in violation of California Labor Code § 226; (7) failure to to reimburse employees for
6 required expenses in violation of California Labor Code § 2802; and, (8) failure to provide wages
7 when due in violation of California Labor Code §§ 201, 202 and 203. On May 5, 2022, Plaintiff
8 McPherson filed a First Amended Complaint, adding Plaintiff Hupp as a named plaintiff. On April
9 13, 2022, Plaintiff McPherson filed a Complaint against Defendant in the Superior Court of the State
10 of California, County of Sacramento, case no. 34-2022-00318236, asserting a single cause of action
11 brought pursuant to the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"),
12 seeking civil penalties for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 221, 226(a),
13 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
14 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s) (the
15 "PAGA Action"). On May 5, 2022, Plaintiff McPherson filed a First Amended Complaint in the
16 PAGA Action, adding Plaintiff Hupp as a named plaintiff. On May 5, 2023, the Class Action and
17 PAGA Action were ordered consolidated by the Court.

18 (c) On November 20, 2024, Plaintiffs filed a Second Amended Complaint in the
19 Action, which included both the class claims and the PAGA Claims, revises the class definition to
20 include the Inside Sales Subclass for whom all the previously pled claims are also pled, adds an
21 additional claim for failure to pay commissions brought as to the Inside Sales Subclass, and revises
22 the Class and PAGA claims to exclude drivers. The Second Amended Complaint is the operative
23 complaint in the Action (the "Operative Complaint")

24 (d) Over the course of litigation, the Parties engaged in the investigation of the
25 claims, including law and motion, both formal and informal discovery, and the production of
26 thousands of pages of documents, class data, and other information, allowing for the full and
27 complete analysis of liabilities and defenses to the claims in the Action. The information for
28 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time

1 punch data for the class covering 346 employees, 66,163 shifts, and 14,078 workweeks during the
2 date range of 5/7/2018 - 5/15/2023; (3) Defendant's wage and hour policies; (4) the employment files
3 for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class
4 Counsel received the data and information for the Class, which was sufficient for Plaintiffs' expert to
5 prepare the valuations of the claims for the Class.

6 (e) Class Counsel has extensive experience in litigating wage and hour class actions
7 in California. The Parties have intelligently litigated the Action since inception. During the course of
8 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
9 Defendant have engaged in significant research and investigation in connection with the Action.
10 Plaintiff obtained both formal and informal discovery and the production of relevant documents and
11 data from the Defendant. Class Counsel has thoroughly analyzed the value of the claims during the
12 prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of
13 the claims.

14 (f) Plaintiffs and Defendant agreed to discuss resolution of the Action through a
15 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
16 documents and information in connection with the Action. On May 20, 2024, the Parties participated
17 in an all-day mediation presided over by Hon. Carl West (Ret.), a respected mediator of wage and
18 hour representative and class actions. Following the mediation, each side, represented by its
19 respective counsel, were able to agree to settle the Action based upon a mediator's proposal which
20 was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of
21 the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and
22 contentious.

23 (g) Although a settlement has been reached, Defendant denies any liability or
24 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
25 any purpose other than settlement, the Action is appropriate for class and/or representative treatment.
26 Defendant contends, among other things, that it has complied at all times with the California Labor
27 Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that
28 class certification is inappropriate for any reason other than for settlement. Plaintiffs contend that

1 Defendant violated California wage and hour laws. Plaintiffs further contend that the Action is
2 appropriate for class certification on the basis that the claims meet the requisites for class
3 certification. Without admitting that class certification is proper, Defendant has stipulated that the
4 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.11). The Parties agree
5 that certification for settlement purposes is not an admission that class certification is proper. Further,
6 the Agreement is not admissible in this or any other proceeding as evidence that the Class could be
7 certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree
8 that the requisites for establishing class certification with respect to the Class are satisfied.

9 (h) Class Counsel has conducted an investigation into the facts of the class action.
10 Both formal and informal discovery was obtained, which included the production of thousands of
11 pages of documents. Class Counsel engaged in a thorough review and analysis of the relevant
12 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not
13 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
14 the likelihood of success on the merits and the results that could be obtained through further litigation.
15 In addition, Class Counsel previously negotiated settlements with other employers in actions
16 involving nearly identical issues and analogous defenses. Based on the foregoing data and their own
17 independent investigation, evaluation and experience, Class Counsel believes that the settlement with
18 Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best
19 interest of the Class in light of all known facts and circumstances, including the risk of significant
20 delay, defenses asserted by Defendant, and potential appellate issues.

21 22 8. History of Settlement Discussions

23 (a) This settlement is the result of extensive and hard-fought litigation as well as
24 negotiations before an experienced and well-respected mediator. Defendant has expressly denied and
25 continue to deny any wrongdoing or legal liability arising out of the conduct alleged in the Action.
26 Plaintiffs and Class Counsel have determined that it is desirable and beneficial to the Class to resolve
27 the Released Class Claims of the Class in accordance with this Settlement, based upon the experience
28 of Class Counsel who has previously litigated similar claims against other employers.

1 (b) The Parties attended an arms-length mediation session with Hon. Carl West
2 (Ret.), a respected jurist and experienced mediator of wage and hour class actions, in order to reach
3 this Settlement. In preparation for the mediation, Defendant provided Class Counsel with payroll and
4 employment data and other information regarding the Class Members, various internal documents,
5 and other compensation and employment-related materials. Class Counsel analyzed the data with the
6 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
7 mediator. The final settlement terms were negotiated and set forth in the Agreement.

8 (c) Following mediation, in December 2024 the Agreement was finalized and
9 executed. On April 14, 2025 the Court issued its Preliminary Approval Order granting preliminary
10 approved of the settlement as fair, adequate, and reasonable to the Class.

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

13
14 9. The outcome of this case would have been uncertain and fraught with risks.

15 (a) Here, a number of defenses asserted by Defendant present serious threats to the
16 claims of the Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices
17 complied with all applicable Labor laws. Defendant argued that Class Members were paid for all
18 time worked and that all work time was properly recorded. Defendant contends that its meal and rest
19 period policies fully complied with California law and Defendant did not fail to provide the
20 opportunity for legally required meal and rest breaks. Defendant could argue that the payment of
21 substantive meal period premiums was evidence of their lawful practices. Defendant contends that
22 there was no failure to pay for business expenses and any cell phone usage was merely convenient and
23 voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the
24 Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs'
25 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant
26 also argues that based on their facially lawful practices, Defendant acted in good faith and without
27 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
28 wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6,

1 2024) (“if an employer reasonably and in good faith believed it was providing a complete and
2 accurate wage statement in compliance with the requirements of section 226, then it has not
3 knowingly and intentionally failed to comply with the wage statement law.”) Defendant’s defenses
4 could eliminate or substantially reduce any recovery to the Class. While Plaintiffs believes that these
5 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
6 serious risk to recovery by the Class.

7 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs
8 would be unable to obtain a certified class and maintain the certified class through trial, and thereby
9 not recover on behalf of any employees other than themselves. At the time of the mediation,
10 Defendant forcefully opposed the propriety of class certification, arguing that individual issues
11 precluded class certification. Defendant also argued that the existence of arbitration agreements with
12 many class members would preclude certification of the Class. Further, as demonstrated by the
13 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there
14 are significant hurdles to overcome for a class-wide recovery even where the class has been certified.
15 While other cases have approved class certification in wage and hour claims, class certification in this
16 action was hotly disputed and the maintenance of a certified class through trial was by no means a
17 foregone conclusion.

18 (c) As demonstrated by the decision in *Duran*, the complexities and duration of
19 further litigation cannot be overstated. There is little doubt that Defendant would post a bond and
20 appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have
21 required many more years to resolve, assuming the judgment was affirmed. If the judgment was not
22 affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a
23 guaranteed recovery today outweigh an uncertain result three or more years in the future. Plaintiffs
24 and Class Counsel recognize the expense and length of continuing to litigate and trying this Action
25 against Defendant through possible appeals which could take several years. Class Counsel has also
26 taken into account the uncertain outcome and risk of litigation, especially in complex class actions
27 such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof
28 under, and alleged defenses to, the claims asserted in the Action. Moreover, post-trial motions and

1 appeals would have been inevitable. Costs would have mounted and recovery would have been
2 delayed if not denied, thereby reducing the benefits of an ultimate victory. The Settlement confers
3 substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class Counsel have
4 determined that the Settlement set forth in the Agreement is in the best interest of the Class.

5 (d) The Settlement in this case is fair, reasonable and adequate considering
6 Defendant's defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of
7 preliminary approval which discussed the value of the class claims in detail, the Gross Settlement
8 Amount compares favorably to the value of the claims. Based upon 3,080 Class Members who
9 collectively worked 145,390 Workweeks, the Gross Settlement Amount provides an average value of
10 \$811 per Class Member and \$17 per Workweek and after deductions the Net Settlement Amount provides
11 an average recovery of \$494.21 per Class Member and a recovery of \$10.46 per Workweek. The
12 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
13 by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action,
14 Plaintiffs used this expert to analyze the data and determine the potential unpaid wages for the employees.
15 The maximum potential damages were calculated to be \$3,865,374 for the alleged unpaid wages due to
16 off-the-clock work at 1 hour per week, \$6,067 for the alleged unpaid overtime that was paid as regular
17 hours, \$41,466 for the alleged unpaid wages due to the miscalculation of the regular rate, \$50,905 for the
18 alleged underpaid meal premiums and sick pay due to the miscalculation of the regular rate, \$4,208,245
19 for alleged meal period damages based upon a 29.5% potential violation rate for shifts observed in the
20 time records and after deduction of meal premiums already paid by Defendant, and \$4,371,200 for alleged
21 rest period damages based upon the same 29.5% potential violation rate observed for meal breaks,
22 \$214,040 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As
23 a result, the total damage valuation was calculated that Defendant was subject to a maximum damage
24 claim for the above class claims in the amount of \$12,757,297. As to potential penalties, Plaintiffs
25 calculated that potential waiting time penalties were a maximum of between \$2,363,139 and \$10,089,805,

1 depending on the predicate violation, and potential maximum wage statement penalties were \$3,212,650.²
2 In addition to being part of the above damages and penalties, the 23 members of the Class who also
3 received commissions for sales while working 155.5 months had an alleged claim for unpaid
4 commissions due to a change in practice by Defendant that was valued at \$3,000 per month for a total
5 of \$466,500 plus penalties, which is the reason for the additional allocation for these individuals in the
6 Class. Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the
7 Gross Settlement Amount of \$2,500,000 represents approximately 19% of the maximum value of the
8 alleged damages at issue in this case at the time this Settlement was negotiated.³ Importantly, however,
9 the above valuation of wage and hour class claims (other than for commissions) were based upon an
10 inflated workweek figure.⁴ For this reason, the damages based on workweeks were actually 80% less than
11 was calculated above. In addition, the recent decision that good faith belief of compliance by the
12 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
13 negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class.
14 The above maximum calculations should then be adjusted in consideration for both the risk of class
15 certification and the risk of establishing class-wide liability on all claims. Given the amount of the
16 settlement as compared to the potential value of claims in this case and the defenses asserted by
17 Defendant, this settlement is fair and reasonable. Clearly, the goal of this litigation has been met.

19 ² While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
20 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
21 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
22 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
23 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
as to whether and when the wages were due.").

24 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
25 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
26 PAGA claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug
at ¶33.

27 ⁴ A prior class settlement had a class period ending 8/30/19 which cut off 18 months of class
28 workweeks originally included in the above valuation calculations. This overstatement of workweeks
meant that the actual figures were 80% of what was stated.

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with
2 a significant recovery, particularly when viewed in light of the fact that the Defendant asserted serious
3 and substantial defenses both to liability and to class certification. Currently, the maximum and
4 average class member allocation are \$1,934.47 and \$355.31, respectively. *See* Castro Decl. ¶ 14.
5 Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the
6 proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

13
14 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides
18 for a common fund settlement to be paid by Defendant to the Class in the amount of Two Million
19 Five Hundred Thousand Dollars (\$2,500,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the
20 settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross
21 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,
22 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal
23 to one-third of the Gross Settlement Amount.

24 (b) In the class action context, that means "attempting to award the fee that informed
25 private bargaining, if it were truly possible, might have reached." Here, informed arms-length
26 bargaining between experienced counsel and Defendant resulted in Defendant negotiating the fee
27 award to one-third of the Gross Settlement Amount. Such bargaining is obviously the best measure of
28 the market for fees. Moreover, fee awards in common fund settlements as this one have resulted in a

1 percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further
2 reflecting the accurate market value of the award requested.

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

6
7 11. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total
8 Value Created for the Benefit of the Class

9 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal
10 to one-third of the Gross Settlement Amount of \$2,500,000 which equals \$833,333 for attorneys'
11 fees. As part of the Agreement, Defendant also agreed that Class Counsel will also be paid
12 reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to
13 exceed \$50,000. Finally, Defendant also agreed that Plaintiffs can be awarded a Class Representative
14 Service Payments in the amount of \$10,000 each, as their service awards under the Agreement.

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

20 (c) There is a substantial difference between the risk assumed by attorneys being paid
21 by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can
22 go to the bank with his fee. The attorney working on a contingent basis can only log hours while
23 working without pay towards a result that will hopefully entitle him to a marketplace contingent fee
24 taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee
25 attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel
26 subjected themselves to this contingent fee market risk in this all or nothing contingent fee case
27 wherein the necessity and financial burden of private enforcement makes the requested award
28 appropriate. This case was litigated on a contingent basis for over one year, with all of the risk factors

1 inherent in such an uncertain undertaking. Indeed, I am aware of other similar cases where the court
2 dismissed the class allegations or denied class certification. Under such circumstances, courts have
3 held that a risk multiplier must be applied to the fee award.

4 (d) Here, the contingent nature of the fee award, both from the point of view of
5 eventual settlement and the point of view of establishing eligibility for an award, also warrant the
6 requested fee award. A number of difficult issues, the adverse resolution of any one of which could
7 have doomed the successful prosecution of the action, were present here. Attorneys' fees in this case
8 were not only contingent but risky, with a very real chance that Class Counsel would receive nothing
9 at all for their efforts, having devoted time and advanced costs. Class Counsel has previously
10 invested in cases which resulted in no recovery, and here Class Counsel is recovering a fee award that
11 comparable to the multiplier approved in other cases.

12 (e) At the time this case was brought, the result was far from certain as discussed
13 above at paragraphs 9(a) and 9(b).

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

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

27 (h) Class Counsel were required to advance all costs in this litigation. Especially in
28 this type of litigation where the corporate defendant and their attorneys are well funded, this can prove

1 to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of
2 litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens
3 undertaken by Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very
4 substantial. Class Counsel has previously litigated cases and advanced costs, but received no
5 recovery. To date, Class Counsel advanced more than \$33,000 in costs which could not have been
6 recovered if this case had been lost. The Plaintiffs also undertook the risk of liability for Defendant's
7 costs had this case not succeeded, as well as other potential negative financial ramifications from
8 having sued Defendant on behalf of the Class. Accordingly, the contingent nature of the fee and the
9 financial burdens on Class Counsel and on Plaintiffs also support the requested awards.

10 (i) In a common fund settlement, the lodestar method is merely a cross-check on
11 the reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys'
12 fee of one-third equal to \$833,333 is also established by reference to Class Counsel's lodestar in this
13 matter. **The contemporaneous billing records for Class Counsel evidence that through July 22,**
14 **2025, Class Counsel's lodestar is \$317,461.25, with significant additional fees still to be incurred**
15 **to complete final approval and the settlement process.** The requested fee award is therefore
16 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier cross-check of 2.6,
17 and there will be additional lodestar incurred by Class Counsel to complete the settlement process and
18 manage the settlement distribution and reports. Such a multiplier is below the range of multipliers
19 approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th
20 Cir. 2002).⁵ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
21 successful, and Class Counsel should not be punished for efficient and successful litigation. As a
22
23

24 ⁵ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

1 result, this Court may conclude that the requested award is fair and reasonable and is justified under
2 California law.

3 (1) **Paralegals.** Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees
4 for the services performed by its paralegals, Adolfo Sanchez Contreras⁶ and
5 Yesenia Silva. The paralegals have satisfied the requirements of California
6 Business & Professional *Code* section 6450 et seq., including qualifications
7 and continuing legal education. In the last two years, Sanchez Contreras
8 and Silva completed the requisite four hours of mandatory continuing legal
9 education in legal ethics and four hours of mandatory continuing legal
10 education in either general or in an area of specialized law in compliance
11 with *Business & Professional Code* section 6450 et seq. The hourly rate of
12 \$250 per hour charged for these paralegals at my firm are the reasonable
13 and usual hourly rates charged by these paralegals at my firm for services in
14 California.

15 (a) Adolfo Sanchez Contreras (“Sanchez Contreras”) has nine (9) years of
16 paralegal experience in the practice area of Civil Litigation and Wage
17 and Hour Class Actions. In 2015, Sanchez Contreras earned a
18 certificate of completion of the paralegal program at University of San
19 Diego, a paralegal program approved by the American Bar Association.
20 Prior to his attorney admission to the California State Bar on January
21 26, 2024, Sanchez Contreras worked as a paralegal at Blumenthal
22 Nordrehaug Bhowmik De Blouw LLP.

23 (b) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
24 practice area of Civil Litigation and Wage and Hour Class Actions.
25 Silva holds a baccalaureate degree from the University of California,
26 Santa Barbara. Silva has more than one year of law-related experience
under my supervision. I have been an active member of the State Bar of

27 ⁶ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to
28 his admission, Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug Bhowmik
De Blouw LLP.

1 California since January of 2000. I attest that Silva is qualified to
2 perform paralegal tasks and services.

3
4 (j) Counsel retained on a contingency fee basis, whether in private matters or in
5 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-
6 contingent fee schedule in order to compensate for both the risks and the delay in payment for the
7 simple fact that despite the most vigorous and competent of efforts, success is never guaranteed. This
8 is particularly true here where Class Counsel has prosecuted this case on a contingency basis for
9 nearly three years. Indeed, if counsel is not adequately compensated for the risks inherent in difficult
10 class actions, competent attorneys will be discouraged from prosecuting similar cases.

11 12. The reasonableness of the requested award is also established by reference to similar
12 awards in other wage and hour cases. The following are examples of similar recent fee awards: On
13 December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No.
14 JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour
15 class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
16 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third
17 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San
18 Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel
19 a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's*
20 *Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue
21 awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in
22 *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue
23 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8,
24 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge
25 David Cunningham awarded a one-third fee award in a wage and hour class settlement. On
26 November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No.
27 CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class
28 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court
Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class
action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case
No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class

1 action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior
2 Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage
3 and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
4 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee
5 award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net*
6 *of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
7 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
8 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
9 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
10 action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego
11 Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and
12 hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
13 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
14 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*
15 (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a
16 one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v.*
17 *Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
18 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
19 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge
20 David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in
21 *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),
22 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,
23 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
24 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
25 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692),
26 Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On
27 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no.
28 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda

1 Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a
2 wage and hour class settlement. On January 14, 2025, in *Curry v. United Health Care Staffing* (San
3 Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee
4 award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento
5 County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee
6 award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa
7 Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third
8 fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior*
9 (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a
10 one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the
11 common fund is therefore reasonable in light of the fees that have been awarded in other similar
12 cases.

13 13. **The contemporaneous billing records for Class Counsel evidence that through**
14 **July 22, 2025, Class Counsel's lodestar is \$317,461.25, with significant additional fees still to be**
15 **incurred to complete final approval and the settlement process.** From September 14, 2021 to July
16 22, 2025, my firm worked on this matter for over 449 hours, with hourly rates for attorneys ranging
17 from \$450 to \$995, resulting in a current lodestar for my firm in the amount of \$317,461.25. The
18 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a
19 reasonable multiplier cross-check of 2.6, and there will be additional lodestar incurred by Class
20 Counsel to complete the settlement process and manage the settlement distribution and reports. A
21 detailed breakdown of the total fees and the services performed by the firm on this case is attached
22 hereto as Exhibits #3 and 4.⁷ In addition, Class Counsel will be performing significant additional
23 work that is not included in this lodestar amount, including finalizing the final approval motion,
24 attending the hearing on final approval, and monitoring completion of the settlement process. I
25 expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates
26 charged by my firm are in line with the prevailing rates of attorneys in the local legal community for
27 similar work and, if this were a commercial matter, these are the charges that would be made and
28 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate

⁷ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the lodestar billing from inception to June 2022, and Exhibit #4 contains the lodestar billing from June 2022 to July 22, 2025.

1 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix
2 is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
3 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018,
4 District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
5 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
6 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
7 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
8 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant*
9 *Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's
10 \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
11 reasonable rates when compared within 21 other firms practicing in the Southern District of
12 California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
13 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted
14 above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
15 example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by
16 Class Counsel, in past years charged rates as high as \$875 for partners and \$535 for associates.
17 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and
18 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for
19 comparable work are supported by these examples, and are therefore reasonable. Therefore, the
20 requested fee award as a percentage of the fund is supported by the current lodestar incurred with a
21 reasonable multiplier cross-check, which will be even less by the completion of the settlement. This
22 is comparable to the multipliers approved in other cases. The requested award is therefore reasonable
23 viewed by the Lodestar/Multiplier cross-check.

24 Litigation Expenses

25 14. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a "Class
26 Counsel Litigation Expenses Payment of not more than \$50,000." Class Counsel requests
27 reimbursement for incurred litigation expenses and costs in the amount of \$33,403.79. Class Counsel
28 have incurred litigation expenses totaling \$33,403.79 based upon counsel's billing records, and these
litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses
(Berger Consulting, Employment Research Corporation), federal express charges, and attorney

1 service charges (Knox, OneLegal), all of which are costs normally billed to and paid by the client.⁸
2 The details of the litigation expenses incurred are set forth in my firm's billing statements for this
3 matter, a true and correct copies of which are attached hereto as Exhibits #3 and 4.⁹ These costs were
4 reasonably incurred in the prosecution of the Action.

5
6 Service Awards

7 15. Plaintiffs respectfully submit that for their service as class representatives, Plaintiffs
8 should be awarded the agreed service award of \$10,000, each, in accordance with the Agreement for
9 their time, risk and effort expended on behalf of the Class as the class representative. (Agreement at ¶
10 3.2(a). Defendant has agreed to this payment and there have been no objections to the requested
11 service award. The Plaintiffs' declarations in support of this request are attached hereto as Exhibits
12 #6 and 7. As the representatives of the Class, Plaintiffs performed their duties to the Class admirably
13 and without exception. Plaintiffs worked extensively with Class Counsel during the course of the
14 litigation, responding to numerous requests, searching for documents, working with counsel, and
15 reviewing the settlement documentation. As set forth in the Agreement, Plaintiffs are also providing a
16 comprehensive release as part of the Settlement, far beyond the class release. The Plaintiffs'
17 declarations detail the involvement, stress and risks they undertook as a result of this Action.
18 Plaintiffs also assumed the serious risk that they might possibly be liable for costs and fees to
19 Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
20 filed a class action on behalf of employees. Without the Plaintiffs' participation, cooperation and
21 information, no other employees would be receiving any benefit. The payment of a service award to a
22 successful class representative is appropriate and the amount of \$10,000 is well within the currently
23 awarded range for similar settlements. The requested award is also reasonable by reference to the
24 amounts that other California courts have found to be reasonable in wage and hour class action

25
26 ⁸ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

29
30 ⁹Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the expense billing
from inception to June 2022, and Exhibit #4 contains the expense billing from June 2022 to July 22,
2025.

1 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D.
2 Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v.*
3 *Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for
4 \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal.
5 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*,
6 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six
7 plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS
8 173698 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v.*
9 *Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the
10 plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007
11 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime
12 wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
13 County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
14 *LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service
15 award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County
16 Superior Court (Apr. 21, 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial*
17 *Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,
18 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A.
19 County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs);
20 *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County
21 Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*,
22 Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service
23 awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior
24 Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*,
25 Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service
26 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
27 Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
28 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

1 Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills*
2 *Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding
3 \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los
4 Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic*
5 *Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
6 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*,
7 Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service
8 award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County
9 Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case
10 No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service
11 award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal.
12 June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No.
13 CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service
14 award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
15 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC
16 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award);
17 *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10,
18 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No.
19 JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett*
20 *v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior
21 Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa
22 Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award);
23 *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-
24 186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

25 16. The requested service award is also reasonable in light of the reputational risk that
26 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
27 employment prospects at risk by becoming class representatives as the fact that they filed a lawsuit "is
28 searchable on the internet and may become known to prospective employers when evaluating" them
for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20
(S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether
they have ever filed a suit against other employers, allowing them to screen out the litigious

1 candidates. An entire industry exists that allows employers to run extensive background searches on
2 potential employees. Companies who provide these services specifically highlight the fact that their
3 services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways
4 that employers can "get a sense of whether a prospective employee is likely to sue" the employer,
5 through background checks and other means, to screen out these employees.¹⁰ Onicra Credit Rating
6 Agency states: "Background screening has become a necessity in today's litigious society." Back
7 Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire
8 employees who will put their company at risk."¹¹ PreciseHire also offers employment screening and
9 similarly warns: "with today's business climate being extremely competitive and highly litigious,
conducting pre employment background checks has become a necessity."¹²

10 17. As a result, Class Counsel respectfully requests approval of the application for award
11 of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of
12 litigation expenses in the amount of \$33,403.79, and approval of the requested service awards to the
13 Plaintiffs.

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

17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct. Executed this 22^h day of July, 2025, at San Diego, California.

18 /s/ Norman Blumenthal

19 NORMAN B. BLUMENTHAL

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24
25 ¹⁰ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ¹¹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹² [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

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

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

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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

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Admitted: 2012, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

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

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

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v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc.– Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

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

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

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Nina McPherson and Doreen Hupp (“Plaintiffs”) and defendant General Logistics Systems US, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Nina McPherson v. General Logistics US, Inc.*, Case No. 34-2022-00318125, initiated on April 12, 2022, and pending in the Superior Court of the State of California, County of Sacramento and the consolidated action, captioned *Nina McPherson v. General Logistics US, Inc.*, Case No. 34-2022-0031836, initiated on April 13, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California, excluding drivers, at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt and all individuals who are or previously were employed by Defendant who were classified as Inside Sales Employees in the State of California at any time during the Class Period, excluding drivers.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in

connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, with a Spanish translation, if applicable, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from August 30, 2019, through July 31, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representatives in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Sacramento.

- 1.17. “Defendant” means General Logistics Systems US, Inc.
- 1.18. “Defense Counsel” means Foley & Lardner LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means TWO MILLION FIVE HUNDRED THOUSAND Dollars (\$2,500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is all-in with no reversion to Defendant and no claim forms required. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Inside Sales Subclass” means all individuals who are or previously were employed by Defendant who were classified as Inside Sales Employees from August 30, 2019 to July 31, 2024.

- 1.26. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 14, 2021 through July 31, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiffs’ January 14, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiffs” means Nina McPherson and Doreen Hupp, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this

Agreement and incorporated by this reference herein.

- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On April 12, 2022, Plaintiff McPherson commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County

of Sacramento, case no. 34-2022-00318125 (the “Class Action”). Plaintiff McPherson’s Complaint asserted claims that Defendant:

- (a) Unfair competition in violation of California Business and Professions Code § 17200, *et seq.*;
- (b) Failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
- (c) Failure to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
- (d) Failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failure to reimburse employees for required expenses in violation of California Labor Code § 2802; and,
- (h) Failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

2.2. On May 5, 2022, Plaintiff McPherson filed a First Amended Complaint, adding Plaintiff Hupp as a named plaintiff and putative class representative.

2.3. On April 13, 2022, Plaintiff McPherson filed a Complaint against Defendant in the Superior Court of the State of California, County of Sacramento, case no. 34-2022-00318236, asserting a single cause of action brought pursuant to the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”), seeking civil penalties for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 221, 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s) (the “PAGA Action”).

2.4. On May 5, 2022, Plaintiff McPherson filed a First Amended Complaint, adding Plaintiff Hupp as a named plaintiff.

2.5. December 8, 2022, the Court deemed the Class Action and the PAGA Action related and coordinated the cases, making the Class Action the lead case.

2.6. On October 31, 2024, Plaintiffs filed a Second Amended Consolidated Complaint in the Class Action, which includes the PAGA Claims, revises the class definition to include the Inside Sales Subclass for whom all the previously pled claims are also pled, adds an additional claim for failure to pay commissions brought as to the Inside Sales Subclass, and revises the Class and PAGA claims to exclude drivers.

2.7. The Second Amended Consolidated Complaint is the operative complaint in the

Action (the “Operative Complaint”).

- 2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.9. On May 20, 2024, the Parties participated in an all-day mediation presided over by the Hon. Carl J. West (Ret.), a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.10. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.12. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$2,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members

or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

- (a) To Plaintiffs: Class Representative Service Payment to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$833,333, and a Class Counsel Litigation Expenses Payment of not more than \$50,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$24,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$24,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: The allocation of payment of claims shall be determined by first making a payment to the Inside Sales Subclass Members in the amount of \$600 per workweek, estimated at 622 total workweeks to amount to a total of \$373,200 for the unpaid commissions claim. The allocation of all claims other than the unpaid commission claim for the California Class Members (including the Inside Sales Subclass Members) will then be paid from the balance of the fund based on the number of workweeks worked during the Class Period. An Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 3,091 Class Members who collectively worked a total of 150,786 Workweeks, including 622 workweeks worked by the Inside Sales Subclass members, and 2,507 Aggrieved Employees who worked a total of 48,290 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual Inside Sales Subclass Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments, Individual Inside Sales Subclass Payments, and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual Inside Sales Subclass Payments to all Participating Class Members and Inside Sales Subclass members, respectively (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the

Individual Class Payment, Inside Sales Subclass payment, and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check, Individual Inside Sales Subclass Payment, or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose

at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

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

- 7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;

competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

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

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

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free

telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to

locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. The Gross Settlement Amount will increase proportionally with added Class Members and/or added Workweeks if the actual number of Class Members and/or Workweeks in the Class Period is more than 10% of the estimate stated herein in paragraph 4.1.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for

Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a

material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Eileen R. Ridley
Jason Y. Wu
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104
Tel: (415)434-4484
Fax: (415) 434-4507
Email: eridley@foley.com
jwu@foley.com

Sara Abarbanel
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130
Tel: (858) 847-6700
Fax: (858) 792-6773
Email: sabarbanel@foley.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on May 20, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: <u>11/18/2024</u>	<u>Nina McPherson</u> Nina McPherson (Nov 18, 2024 14:36 PST) Plaintiff Nina McPherson
Dated: <u>11/18/2024</u>	<u>Doreen Hupp</u> Doreen A Hupp (Nov 18, 2024 15:01 PST) Plaintiff Doreen Hupp
Dated: <u>11/27/2024</u>	<u>Steven Bergan</u> Steven Bergan [name] For Defendant General Logistics Systems US, Inc.
Dated: <u>11/19/24</u>	<u>Kyle Nordrehaug</u> Blumenthal Nordrehaug Bhowmik De Blouw LLP Attorney for Plaintiffs
Dated: <u>12/4/24</u>	<u>Eileen Ridley</u> Foley & Lardner LLP Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***McPherson v. General Logistics US, Inc. et al., Superior Court of the State of California,
County of Sacramento, Case No. 34-2022-00318236
(consolidated with Case No. 34-2022-00318125)***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant General Logistics Systems US, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Nina McPherson and Doreen Hupp (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as non-exempt and all individuals who are or previously were employed by Defendant who were classified as Inside Sales Employees in the State of California at any time during the Class Period (August 30, 2019 through July 31, 2024), excluding drivers (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California, excluding drivers, at any time during the PAGA Period (January 14, 2021 through July 31, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If \$0.00 is stated, then according to Defendant’s records you are not eligible for that payment.)

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any) as indicated on page 1. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid an Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class	All Class Members who do not opt-out ("Participating Class Members")

Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to any part of the settlement, including the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814, in Department 23 before Judge Jill H. Talley. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s zoom appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment (if any) depends on how many pay periods you worked during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers and want to challenge either number, you must do so in writing by _____. See Section 5 of this Notice.

1. What is the Action about?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to pay the correct regular rate of pay when necessary, failing to pay for all time worked, failing to provide required meal periods and premiums for non-compliant meal periods, failing to provide required rest periods and premiums for non-compliant rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action.

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

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

All individuals who are or previously were employed by Defendant who were classified as non-exempt and all individuals who are or previously were employed by Defendant who were classified as Inside Sales Employees in the State of California at any time during the Class Period (August 30, 2019 through July 31, 2024), excluding drivers.

In this Class, there is an “Inside Sales Subclass” consisting of all individuals who are or previously were employed by Defendant who were classified as Inside Sales Employees from August 30, 2019 to July 31, 2024.

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation, the outcome of which is uncertain. The negotiations were successful. By signing a lengthy written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 14 days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is no longer subject to appeal. The settlement will be paid out 14 days after the Defendant pays the settlement funds.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$24,500, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$833,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$50,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$10,000.00 each for the Plaintiffs as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs’ claim under PAGA, \$37,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is January 14, 2021 through July 31, 2024.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys’ Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class

Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member, determined by first making payment to the Inside Sales Subclass Members in the amount of \$600 per workweek, estimated at 622 total workweeks to amount to a total of \$373,200 for the unpaid commissions claim. The balance of the Net Settlement Amount shall be paid to the Class Members (including the Inside Sales Subclass Members) and calculated by (a) dividing the remaining amount of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wage damages, expense reimbursement, interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Nothing contained in this Class Notice shall constitute advice regarding Participating Class Members' taxes or tax liability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will go to the California Controller's Unclaimed Property Fund in the name of the individual who failed to cash their

check.

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

4. What do I release under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period during employment in a non-exempt position in California. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a non-exempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by first making payment to the Inside Sales Subclass Members in the amount of \$600 per workweek, estimated at 622 total workweeks to amount to a total of \$373,200 for the unpaid commissions claim. The balance of the Net Settlement Amount shall be paid to the Class Members (including the Inside Sales Subclass Members) and calculated by (a) dividing the remaining amount of the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (August 30, 2019 through July 31, 2024).

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

Defendant's records reflect that you worked << _____ >> PAGA Pay Periods during the PAGA Period (January 14, 2021 through July 31, 2024). Based on this information your estimated Individual PAGA Payment is << _____ >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or 74 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email it to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *McPherson v. General Logistics US, Inc.* lawsuit. The request to opt-out should state the Class Member’s full name, address and email address or telephone number. Please include the name and number of the case, which is *McPherson v. General Logistics US, Inc.*, Case No. 34-2022-00318236. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair and a request stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *McPherson v. General Logistics US, Inc.* or via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and by entering the Case No. 34-2022-00318236.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *McPherson v. General*

Logistics US, Inc., Case No. 34-2022-00318236, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, or in addition to a written objection, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely via zoom. Check the Court's website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx#remote> for the most current information on how to appear for this hearing. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Eileen R. Ridley
Jason Y. Wu
Foley & Lardner LLP
555 California Street, Suite 1700
San Francisco, CA 94104

Sara Abarbanel
Foley & Lardner LLP
11988 El Camino Real, Suite 400
San Diego, CA 92130

9. Can I attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, 720 9th Street, Sacramento, CA 95814, before Judge Jill H. Talley. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and

costs to Class Counsel and as a service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's tentative ruling website the day before at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> for the most current information on how to appear for this hearing. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *McPherson v. General Logistics US, Inc.* In addition, hearing dates are posted on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and by entering the Case No. 34-2022-00318236.

10. How can I get more information?

You may call the Administrator at _____ or write to *McPherson v. General Logistics US, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Class Action and PAGA Settlement Agreement, the Judgment, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *McPherson v. General Logistics US, Inc.* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Civil Case Search page for the California Superior Court for the County of Sacramento (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case No. 34-2022-00318236. If you wish to view the Court files in person, you may go to the Clerk's Office at Room 102, 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

NINA MCPHERSON and DOREEN HUPP,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

GENERAL LOGISTICS SYSTEMS US,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00318236-CU-OE-GDS

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: April 13, 2022
Trial Date: Not set

This matter came before the Honorable Jill H. Talley of the Superior Court of the State of California, in and for the County Sacramento, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Nina McPherson and Doreen Hupp ("Plaintiffs") for preliminary approval of the Settlement with Defendant General Logistics Systems US, Inc. ("Defendant").

PRELIMINARY APPROVAL ORDER

1 The Court, having considered the briefs, argument of counsel and all matters presented to the
2 Court and good cause appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of
3 Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount is Two Million Five Hundred Thousand Dollars
15 (\$2,500,000). It appears to the Court on a preliminary basis that the settlement amount and terms
16 are fair, adequate, and reasonable as to all potential Class Members when balanced against the
17 probable outcome of further litigation and the significant risks relating to certification, liability and
18 damages issues. It further appears that investigation and research have been conducted such that
19 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
20 to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as
21 avoid the delay and risks that would be presented by the further prosecution of the Action. It
22 further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm's-length negotiations.

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

PRELIMINARY APPROVAL ORDER

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$50,000, and
5 proposed Class Representative Service Payments to the Plaintiffs in an amount not more than
6 \$10,000 each. The Court will not approve the amounts of attorneys' fees and costs, nor the
7 amount of any service award, until the Final Approval Hearing. Plaintiffs will be required to
8 present evidence supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the Class which consists of "all individuals who
13 are or previously were employed by Defendant who were classified as non-exempt and all
14 individuals who are or previously were employed by Defendant who were classified as Inside
15 Sales Employees in the State of California at any time during the Class Period (August 30, 2019
16 through July 31, 2024), excluding drivers."

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

27 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
28

PRELIMINARY APPROVAL ORDER

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3 9. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
4 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
5 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$12,500 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who are or previously were employed by Defendant who were
8 classified as non-exempt in the State of California, excluding drivers, at any time during the
9 PAGA Period (January 14, 2021 through July 31, 2024). Pursuant to Labor Code section 2699,
10 subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
11 terms. The Court finds these PAGA Penalties to be reasonable.

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

25 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
26 15 days after this Order, Defendant will provide the Class Data to the Administrator. The
27 Administrator will perform address updates and verifications as necessary prior to the first
28

PRELIMINARY APPROVAL ORDER

1 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
2 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
3 Class Members via first-class regular U.S. Mail to their last known address.

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

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

1 14. A final approval hearing shall be held before this Court on _____
2 _____ at _____ in Department 23 at the Gordon D. Schaber Courthouse of the
3 Sacramento County Superior Court to hear the motion for final approval and for attorneys' fees
4 and costs, and to determine all necessary matters concerning the Settlement, including: whether
5 the proposed settlement of the Action on the terms and conditions provided for in the Agreement
6 is fair, adequate and reasonable and should be finally approved by the Court; whether the Final
7 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
8 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
9 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
10 Administrator. All papers in support of the motion for final approval and for attorneys' fees, costs
11 and service awards shall be filed with the Court and served on all counsel no later than sixteen
12 (16) court days before the hearing and the motion shall be heard at this final approval hearing.

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

25 16. In the event the Settlement does not become effective in accordance with the terms
26 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
27 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
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PRELIMINARY APPROVAL ORDER

1 and the Parties shall revert to their respective positions as of before entering into the Agreement,
2 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
3 including all available defenses and affirmative defenses, and arguments that any claim in the
4 Action could not be certified as a class action and/or managed as a representative action. In such
5 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
6 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
7 the Agreement with respect to the effect of the Agreement if it is not approved.

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

12 **IT IS SO ORDERED.**

13 Dated: _____

14 _____
15 HON. JILL H. TALLEY
16 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

NINA MCPHERSON and DOREEN HUPP,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

GENERAL LOGISTICS SYSTEMS US,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 34-2022-00318236-CU-OE-GDS

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: April 13, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Nina McPherson and Doreen Hupp (“Plaintiffs”) for
2 an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant General Logistics Systems US, Inc. (“Defendant”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Five Hundred
16 Thousand Dollars (\$2,500,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about _____. Mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
23 48 Cal. App. 4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Hon. Carl West (Ret.), an experienced mediator of
26 wage and hour class actions. There has been no collusion between the Parties in reaching the
27 Settlement.

1 b. Plaintiffs and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

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

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

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

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

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

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

22 **Class Representative Service Payments**

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

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
17 Defendant who were classified as non-exempt in the State of California, excluding drivers, at any
18 time during the PAGA Period (January 14, 2021 through July 31, 2024). Pursuant to Labor Code
19 section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these
20 settlement terms and has not indicated any objection thereto. The Court finds these PAGA
21 Penalties to be reasonable.

22 **II.**

23 **ORDERS**

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

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

27 All individuals who are or previously were employed by Defendant who were
28 classified as non-exempt and all individuals who are or previously were employed
by Defendant who were classified as Inside Sales Employees in the State of

FINAL APPROVAL ORDER AND JUDGMENT

1 California at any time during the Class Period (August 30, 2019 through July 31,
2 2024), excluding drivers.

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

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
8 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
9 Administrator no later than 14 days after the Effective Date.

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

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

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

17 21. The PAGA Penalty amount of \$50,000 is approved and is to be distributed in
18 accordance with the Agreement.

19 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
20 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
21 entry.

22 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
25 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
26 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
27 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
28 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any

1 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
2 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
3 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
4 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
5 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
6 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
7 Claims and/or Released PAGA Claims.

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

13 25. If the Agreement is not finally approved, then this Final Approval Order and
14 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
15 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

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

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

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

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

25 (a) All Participating Class Members, on behalf of themselves and their
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
27 and assigns, release Released Parties from the Released Class Claims. The "Released Class
28

1 Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts
2 stated in the Operative Complaint which occurred during the Class Period during employment of a
3 Participating Class Member in California. Except as expressly set forth in the Agreement,
4 Participating Class Members do not release any other claims, including claims for vested benefits,
5 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
6 insurance, disability, social security, workers’ compensation, or claims based on facts occurring
7 outside the Class Period.

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

17 (c) Plaintiffs and their respective former and present spouses, representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
19 Released Parties from all claims, transactions, or occurrences that occurred during the Class
20 Period, as set forth fully in the Agreement.

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

26 30. The Court hereby enters judgment in the entire Action as of the filing date of this
27 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
28

1 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
2 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
3 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

5
6 Dated: _____

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8 HON. JILL H. TALLEY
9 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT #3

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

JULY 14, 2025

NINA MCPHERSON

RE: GOLDEN STATE OVERNIGHT
FILE NUMBER: CA2523.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/14/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. REVIEW PREVIOUS SETTLEMENTS. ANALYZE DEFENDANT'S BUSINESS OPERATIONS IN CA. DISCUSS CLAIMS WITH PLAINTIFF.	3.80	850	3,230.00
09/19/21	ND	REVIEW AND ANALYZE INDIVIDUAL CLAIMS FOR RETALIATION AND HARASSMENT. REVIEW AND ANALYZE COMMISSION COMPENSATION PLAN AND UNPAID COMMISSION CLAIMS. LEGAL RESEARCH. DISCUSS WITH PLAINTIFF.	3.10	850	2,635.00
10/28/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE WAGE STATEMENTS FOR WAGE AND HOUR CLAIMS. LEGAL RESEARCH. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND OBTAIN BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
11/14/21	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT.	4.20	850	3,570.00
12/11/21	ND	LEGAL RESEARCH REGARDING INSIDE SALES EXEMPTION. REVIEW PAY STUBS.	2.90	850	2,465.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/11/21	ND	DRAFT COMPLAINT.	3.00	850	2,550.00
12/18/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF. EMAILS WITH PLAINTIFF. REVISE COMPLAINT.	2.10	850	1,785.00
12/23/21	ND	REVIEW CASE FILE. DRAFT CASE NOTES MEMO DETAILING SPECIFIC FACTS AND CLAIMS.	2.10	850	1,785.00
12/26/21	ND	REVIEW AND RESEARCH PAGA CLAIMS. DRAFT PAGA NOTICE.	2.10	850	1,785.00
01/09/22	ND	REVIEW ORIGINAL INTAKE NOTES OF PLAINTIFF HUPP. REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. LEGAL RESEARCH. DISCUSS WITH PLAINTIFF.	2.90	850	2,465.00
04/08/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE AJB	2.80	450	1,260.00
04/08/22 15	KN	REVIEW RESEARCH FROM ND; REVIEW DRAFT COMPLAINT; REVIEW DOCUMENTS; ANALYSIS OF FACTS AND CLAIMS; PROVIDE INPUT	2.00	950	1,900.00
04/11/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
04/11/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	0.75	675	506.25
04/11/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.20	675	1,485.00
04/11/22	RE	BEGIN DRAFTING PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	1.00	675	675.00
04/11/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE CLASS ACTION	0.50	675	337.50
04/12/22	RE	FINISH DRAFTING PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	1.75	675	1,181.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/12/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAC. SUP. CT.	0.60	675	405.00
04/12/22	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET RE PAGA ONLY ACTION	0.40	675	270.00
04/12/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SAC. SUP. CT.	0.50	675	337.50
04/12/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
04/12/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
04/20/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE STATUS OF INITIAL CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF DEPARTMENT/JUDGE RE CLASS ACTION	0.50	675	337.50
04/20/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE STATUS OF INITIAL CASE MANAGEMENT CONFERENCE AND ASSIGNMENT OF DEPARTMENT/JUDGE RE PAGA ONLY ACTION	0.50	675	337.50
04/20/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
04/20/22	AR	RECEIVE AND REVIEW COMPLAINTS FOR ONBOARDING; MULTIPLE CORRESPONDENCE REGARDING THE SAME.	1.20	550	660.00
04/21/22 15	KN	REVIEW FILED COMPLAINT AND COURT DOCUMENTS; REVIEW MEMO FROM RE	0.60	950	570.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/27/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
05/05/22	RE	DRAFT FIRST AMENDED COMPLAINT AND FILE SAC. SUP. CT.	1.80	675	1,215.00
05/05/22	RE	DRAFT FIRST AMENDED PAGA ONLY ACTION; FILE IN SAC. SUP. CT.	1.50	675	1,012.50
06/02/22	RE	REVIEW COMPLEX DETERMINATION ORDER; ADVISE STAFF RE DEADLINE TO PAY COMPLEX FEE; ORDER COMPLEX FEE TO BE PAID BY KNOX RE PAGA ONLY ACTION	0.40	675	270.00
06/02/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE CLASS ACTION CASES; REVIEW DOCKET; IDENTIFY REGISTERED AGENT; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
06/02/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS RE PAGA ACTION CASE; REVIEW DOCKET; SEND OUT FOR SERVICE VIA KNOX	0.70	675	472.50
06/03/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE CLASS ACTION; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
06/03/22	RE	FILE PROOF OF SERVICE OF SUMMONS RE PAGA REP ACTION; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
<u>TOTAL BILLED HOURS</u>					
ANDREW RONAN		1.20 hr @ 550.00	\$		660.00
KYLE NORDREHAUG		2.60 hr @ 950.00	\$		2,470.00
NICK DEBLOUW		30.70 hr @ 850.00	\$		26,095.00
RICO EHMANN		15.70 hr @ 675.00	\$		10,597.50
SCOTT BLUMENTHAL		10.80 hr @ 450.00	\$		4,860.00
TOTAL PROFESSIONAL SERVICES				61.00	<u>\$ 44,682.50</u>

COSTS ADVANCED

01/14/22	PAGA FILING FEE	<u>75.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 75.00</u>
TOTAL CURRENT CHARGES		<u>\$ 44,757.50</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 07/22/2025
Due On: 08/21/2025

Nina McPherson
18557 Dunvegan Drive
Applegate, CA 95703

CA2523

General Logistics Systems US, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
AR	06/28/2022	Review file for status; correspondence with opposing counsel regarding extension to respond to complaint in Class and PAGA actions.	0.80	\$550.00	\$440.00
VR	07/12/2022	Correspondence with Opposing Counsel: review correspondence; draft correspondence; legal research; review arbitration agreement	1.00	\$750.00	\$750.00
AR	07/19/2022	Multiple correspondence regarding status of discovery; review and outline orders.	0.70	\$550.00	\$385.00
KN	07/19/2022	Review status; review email correspondence over last week	0.40	\$950.00	\$380.00
AR	08/02/2022	Multiple correspondence with opposing counsel regarding extension to respond.	0.30	\$550.00	\$165.00
CL	08/09/2022	Review and analyze Notice of Case Management Conference and Orders re: Complex Case Management Procedures.	0.20	\$750.00	\$150.00
AR	08/22/2022	Review and outline file and docket for status of matter in advance of drafting discovery requests.	1.00	\$550.00	\$550.00
KN	08/23/2022	Review Def answers; analysis of applicable defenses	0.50	\$950.00	\$475.00
AR	08/24/2022	Outline pleadings and case notes; begin drafting discovery requests in Class action.	1.40	\$550.00	\$770.00

AR	08/25/2022	Complete drafts of discovery requests in Class action; multiple correspondence with AC regarding PAGA discovery.	1.80	\$550.00	\$990.00
AR	08/25/2022	Review file and docket regarding complaint; multiple follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
CL	08/31/2022	Email from/to J. Wu re: meet and confer re: Class and PAGA action complaints and electronic service.	0.20	\$750.00	\$150.00
AR	08/31/2022	Review revised discovery requests; follow up correspondence with CL regarding the same.	1.60	\$550.00	\$880.00
CL	09/02/2022	Conference call with J. Wu re: allegations in complaint regarding misclassification of account executives; Discuss with Nick re: same.	0.70	\$750.00	\$525.00
AR	09/08/2022	Receive pleadings and begin review of claims in related actions.	0.80	\$550.00	\$440.00
AR	09/09/2022	Multiple follow up correspondence regarding status of discovery.	0.40	\$550.00	\$220.00
AR	09/09/2022	Draft additional discovery in Class action; finalize and serve.	1.00	\$550.00	\$550.00
AR	09/09/2022	Review pleadings for status; draft initial discovery requests in PAGA action.	2.40	\$550.00	\$1,320.00
AR	09/14/2022	Review docket and order regarding amended complaint; draft multiple follow up correspondence.	0.70	\$550.00	\$385.00
VR	09/15/2022	Review and Analyze: draft CMC statement; review case notes and complaint; review court's orders and docket; advise CTL and AGR	2.60	\$750.00	\$1,950.00
KN	09/15/2022	Review status; review memo from VR; review CMC issues; provide input to staff	0.50	\$950.00	\$475.00
AR	09/23/2022	Review and outline orders; multiple correspondence regarding CMC; review docket for status of complaint.	0.70	\$550.00	\$385.00
AR	09/23/2022	Continue review and analysis of claims.	0.80	\$550.00	\$440.00
AR	09/29/2022	Review and outline of pleadings; draft summary.	0.80	\$550.00	\$440.00
AR	10/06/2022	Continue review and outlining of claims in related cases; update matrix.	1.30	\$550.00	\$715.00
CL	10/11/2022	Email from/to S. Abarbanel re: meet and confer re: scope of class, PMK depositions and discovery; Discuss with Nick scope of class.	0.50	\$750.00	\$375.00
CL	10/12/2022	Email from S. Abarbanel re: further meet and	0.30	\$750.00	\$225.00

		confer re motion to compel discovery and PMK deposition dates.			
CL	10/14/2022	Conference call with J. Wu and S. Abarbanel re: meet and confer re: scope of class and JCCP; Email to J. Wu re: motion to stay and no overlap of claims.	0.40	\$750.00	\$300.00
CL	10/14/2022	Review and analyze related JCCP case for overlap of claims and viability of motion to stay; Discuss with Nick re: same in preparation for conference call with J. Wu.	1.60	\$750.00	\$1,200.00
CL	10/14/2022	Revise and amend discovery to include amended class definitions; Email to opposing counsel re: revisions and motion to compel.	0.60	\$750.00	\$450.00
KN	10/15/2022	Review status; review analysis from staff regarding JCCP; analysis of issues; advise CL	0.50	\$950.00	\$475.00
CL	10/17/2022	Email to/from J. Wu re: meet and confer re: motion to compel deadlines.	0.30	\$750.00	\$225.00
AR	10/19/2022	Multiple correspondence regarding outstanding discovery and PMK deposition timeline.	0.40	\$550.00	\$220.00
AR	11/03/2022	Review file for status of meet and confer correspondence; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	11/04/2022	Review file for original PMK dates; draft follow up correspondence with opposing counsel.	0.60	\$550.00	\$330.00
CL	11/07/2022	Email to S. Abarbanel re: meet and confer re: 2nd extension to respond to discovery, PMK, Belaire-West Notice, PO and meet and confer re: categories.	0.60	\$750.00	\$450.00
AR	11/07/2022	Multiple correspondence regarding discovery responses and PMK depositions.	0.30	\$550.00	\$165.00
CL	11/21/2022	Draft Joint Case Management Statement; Email to J. Wu re: meet and confer and revisions to same.	1.80	\$750.00	\$1,350.00
CL	11/22/2022	Email from/to S. Abarbanel re: meet and confer re: joint case management statement.	0.30	\$750.00	\$225.00
CL	11/22/2022	Revise and finalize Joint Case Management Statement.	0.50	\$750.00	\$375.00
CL	12/05/2022	Receipt and review Defendant's Notice of Remote Appearance.	0.30	\$750.00	\$225.00
CL	12/13/2022	Email to Hardin and M. Grombach re: overlapping cases and JPA; Review and analyze related cases.	0.50	\$750.00	\$375.00
CL	12/13/2022	Research re: relation between Golden State	0.30	\$750.00	\$225.00

		Delivery and General Logistics; Discuss with Kyle re: same.			
CL	12/13/2022	Receipt and review Defendant's Responses to Discovery.	0.40	\$750.00	\$300.00
CL	12/13/2022	Email from B. Grombach re: JPA and overlapping claims.	0.30	\$750.00	\$225.00
CL	12/13/2022	Emails to/from M. Bradley re: meet and confer re JPA and class definition.	0.30	\$750.00	\$225.00
AR	12/14/2022	Review documents; extract wage statements and payroll records; draft summary.	1.30	\$550.00	\$715.00
KN	12/15/2022	Review status; review potential JPA issues; review staff summary; analysis of issues	0.40	\$950.00	\$380.00
CL	12/20/2022	Draft Second Amended Notice of Deposition; Email from S. Abarbanel re: same.	0.50	\$750.00	\$375.00
AR	12/20/2022	Begin review and outline discovery responses.	1.30	\$550.00	\$715.00
AR	12/20/2022	Begin drafting meet and confer letter to opposing counsel regarding discovery responses.	1.00	\$550.00	\$550.00
CL	12/21/2022	Email from Y. Salvador re: Belaire West notice acknowledgement.	0.20	\$750.00	\$150.00
AR	12/21/2022	Review Belaire-West notice and protective order for status; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	12/21/2022	Continue review and outline discovery responses.	0.60	\$550.00	\$330.00
AR	12/21/2022	Continue drafting meet and confer letter to opposing counsel regarding discovery responses.	0.50	\$550.00	\$275.00
AR	12/21/2022	Revise and finalize protective order; follow up correspondence with opposing counsel regarding the same.	0.40	\$550.00	\$220.00
AR	12/21/2022	Revise and finalize Belaire-West notice; follow up correspondence with opposing counsel and third party administrator regarding the same.	0.30	\$550.00	\$165.00
AR	12/22/2022	Finalize, file and serve protective order.	0.50	\$550.00	\$275.00
AR	01/05/2023	Complete review and outlining of discovery responses.	0.80	\$550.00	\$440.00
AR	01/06/2023	Draft comprehensive meet and confer correspondence regarding defendant's discovery responses.	1.50	\$550.00	\$825.00
AR	01/11/2023	Multiple follow up correspondence with opposing counsel regarding discovery responses.	0.40	\$550.00	\$220.00
ASC	01/11/2023	Check status of protective order, not signed yet	0.30	\$250.00	\$75.00

ASC	01/12/2023	Check status of protective order, not signed yet	0.30	\$250.00	\$75.00
CL	01/16/2023	Email form Y. Salvador requesting class data from Defendant.	0.20	\$750.00	\$150.00
AR	01/16/2023	Receive and review correspondence from third party administrator; follow up correspondence with CTL regarding the same.	0.30	\$550.00	\$165.00
CL	01/17/2023	Email to/from S. Abarbanel re: meet and confer re: data uploaded to ILYM.	0.30	\$750.00	\$225.00
AR	01/17/2023	Follow up correspondence with opposing counsel regarding meet and confer call.	0.30	\$550.00	\$165.00
AR	01/17/2023	Review and outline discovery responses regarding class size; review against complaint and draft follow up correspondence; correspondence with third party administrator regarding the same.	0.80	\$550.00	\$440.00
ASC	01/17/2023	Check status of protective order, not signed yet	0.20	\$250.00	\$50.00
CL	01/18/2023	Review and analyze signed protective order.	0.30	\$750.00	\$225.00
AR	01/18/2023	Follow up correspondence with opposing counsel regarding meet and confer call.	0.30	\$550.00	\$165.00
AR	01/18/2023	Receive and review mailing documents from ILYM Group; review against discovery responses; multiple follow up correspondence with opposing counsel regarding the same.	1.00	\$550.00	\$550.00
AR	01/19/2023	Review and outline additional discovery responses regarding limitation on scope; draft summary for meet and confer call.	1.00	\$550.00	\$550.00
ASC	01/19/2023	Check status of protective order, **signed** save in the file	0.20	\$250.00	\$50.00
CL	01/20/2023	Discuss with Andy meet and confer with Defendant in preparation for IDC.	0.30	\$750.00	\$225.00
AR	01/20/2023	Prepare for and attend meet and confer call with opposing counsel; draft and circulate summary.	0.80	\$550.00	\$440.00
AR	01/20/2023	Review and outline IDC requirements following call with opposing counsel; draft follow up correspondence.	0.70	\$550.00	\$385.00
CL	01/23/2023	Email from Y. Salvador re: meet and confer re: mailing documents and class list.	0.30	\$750.00	\$225.00
AR	01/23/2023	Follow up review of discovery responses following teleconference with opposing counsel; correspondence with ILYM Group regarding class list.	0.40	\$550.00	\$220.00

AR	01/23/2023	Review and outline local rules regarding IDC; draft summary correspondence with AC.	0.70	\$550.00	\$385.00
ASC	01/23/2023	Research IDC procedure and email to AGR, save in the file (IDC)	0.50	\$250.00	\$125.00
ASC	01/23/2023	Check ROA, no doc related to notice of case reassignment	0.20	\$250.00	\$50.00
JH	01/24/2023	Discuss matter with AR; research and advise re IDC	0.60	\$750.00	\$450.00
AR	01/27/2023	Review and outline order from court regarding department rules; multiple correspondence with AC regarding inconsistencies in IDC process.	0.50	\$550.00	\$275.00
AR	01/27/2023	Review and outline file; draft meet and confer declaration.	1.30	\$550.00	\$715.00
ASC	01/30/2023	Email AGR re update re questions re IDC	0.30	\$250.00	\$75.00
AR	01/31/2023	Multiple follow up correspondence regarding IDC; review department rules.	0.50	\$550.00	\$275.00
ASC	02/10/2023	FUwClerk	0.30	\$250.00	\$75.00
AR	02/13/2023	Review and outline order in PAGA action; begin drafting joint statement.	1.00	\$550.00	\$550.00
AR	02/14/2023	Review docket in PAGA action; multiple correspondence with HD regarding the same.	0.50	\$550.00	\$275.00
CL	02/15/2023	Email from S. Abarbanel re: meet and confer re: case management conference.	0.20	\$750.00	\$150.00
AR	02/15/2023	Complete draft of joint statement in PAGA action; submit to opposing counsel for review and input.	0.70	\$550.00	\$385.00
AR	02/15/2023	Receive and revise joint statement; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	02/15/2023	Multiple correspondence with opposing counsel regarding motion to compel timeline and PMK deposition.	0.50	\$550.00	\$275.00
ASC	02/20/2023	Email Aptus re depo schedule	0.50	\$250.00	\$125.00
AR	02/22/2023	Multiple correspondence regarding deposition timeline.	0.40	\$550.00	\$220.00
CL	02/23/2023	Email from S. Abarbanel re: meet and confer re: PMK deposition.	0.20	\$750.00	\$150.00
ASC	02/23/2023	Cancel depo 3/1	0.20	\$250.00	\$50.00
AR	02/24/2023	Multiple correspondence with AB regarding IDC and status of discovery.	0.40	\$550.00	\$220.00

AR	02/27/2023	Follow up correspondence regarding status of IDC.	0.30	\$550.00	\$165.00
AR	02/28/2023	Review docket for status of CMC in PAGA action; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	02/28/2023	Multiple correspondence with AC regarding IDC and case timeline.	0.30	\$550.00	\$165.00
AR	02/28/2023	Review and outline orders against department rules; draft summary.	0.50	\$550.00	\$275.00
AR	02/28/2023	Research caselaw regarding limitations on scope of discovery.	1.20	\$550.00	\$660.00
ASC	02/28/2023	Call clerk dept 27 re IDC procedure: follow the website instructions // ask re CMC for PAGA: wait for tentative	0.50	\$250.00	\$125.00
KN	02/28/2023	Review status of discovery; review emails regarding IDC issues	0.30	\$950.00	\$285.00
CL	03/01/2023	Email from D. Sarmiento r: notice of remote appearance.	0.30	\$750.00	\$225.00
AR	03/01/2023	Continue research regarding limitations of scope in class and PAGA matters; draft summary.	1.20	\$550.00	\$660.00
AR	03/01/2023	Draft IDC statement; follow up correspondence with AC regarding the same.	2.00	\$550.00	\$1,100.00
ASC	03/01/2023	Check tentative, email to Team C	0.30	\$250.00	\$75.00
AR	03/02/2023	Review and outline file and case management statement in PAGA action in advance of CMC; draft summary.	0.50	\$550.00	\$275.00
AR	03/02/2023	Prepare for and attend CMC in PAGA action; draft and circulate summary.	2.20	\$550.00	\$1,210.00
AR	03/02/2023	Begin revising ISC statement pursuant to Court direction.	0.60	\$550.00	\$330.00
AR	03/07/2023	Teleconference with CTL regarding IDC and motion to compel timeline; draft summary.	0.80	\$550.00	\$440.00
AR	03/13/2023	Begin drafting revised IDC statement; draft follow up correspondence regarding timeline.	1.00	\$550.00	\$550.00
AR	03/20/2023	Review file for status; correspondence with AC regarding status of MOU.	0.50	\$550.00	\$275.00
AR	03/22/2023	Continue drafting revised IDC statement pursuant to Court's order.	0.80	\$550.00	\$440.00
AR	03/24/2023	Review orders and prior discovery; draft multiple correspondence regarding motion to compel deadline.	0.50	\$550.00	\$275.00

CL	03/27/2023	Order and notice of changing departments.	0.20	\$750.00	\$150.00
AR	03/28/2023	Complete draft of IDC statement; submit to CTL for review.	1.20	\$550.00	\$660.00
AR	03/30/2023	Revise and finalize IDC statement; draft follow up correspondence.	0.70	\$550.00	\$385.00
AR	03/31/2023	Receive and review Defendant's IDC statement; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	04/05/2023	Review and outline defendant's IDC statement and caselaw; draft summary for review by CTL.	1.40	\$550.00	\$770.00
CL	04/06/2023	Prepare for Informal Discovery Conference; Discuss with Andy arguments.	1.40	\$750.00	\$1,050.00
CL	04/06/2023	Review and analyze Defendant's Reply to Informal Discovery Conference.	0.80	\$750.00	\$600.00
AR	04/06/2023	Receive, review and outline reply statement from opposing counsel.	1.00	\$550.00	\$550.00
AR	04/06/2023	Teleconference with CTL regarding IDC; draft summary for appearance.	1.80	\$550.00	\$990.00
AR	04/07/2023	Prepare final outline in advance of IDC; attend IDC; draft and circulate summary.	2.30	\$550.00	\$1,265.00
AR	04/07/2023	Follow up review of claims following IDC; draft and circulate summary.	0.80	\$550.00	\$440.00
ASC	04/07/2023	Text AGR re reminder of IDC	0.20	\$250.00	\$50.00
AR	04/18/2023	Review IDC summary; draft follow up correspondence with opposing counsel regarding continued IDC and meet and confer call.	0.50	\$550.00	\$275.00
AR	04/19/2023	Follow up correspondence with opposing counsel regarding meet and confer teleconference.	0.30	\$550.00	\$165.00
AR	04/20/2023	Review and outline IDC statements, order following IDC, and IDC summary in advance of teleconference with opposing counsel.	1.00	\$550.00	\$550.00
AR	04/20/2023	Meet and confer teleconference with opposing counsel.	0.80	\$550.00	\$440.00
KN	04/20/2023	Review status; review IDC statements and staff summaries	0.50	\$950.00	\$475.00
AR	04/21/2023	Update case notes with class information; draft summary.	0.60	\$550.00	\$330.00
AR	04/21/2023	Teleconference with CTL in advance of IDC.	0.50	\$550.00	\$275.00
AR	04/21/2023	Draft summary and outline for IDC.	1.00	\$550.00	\$550.00

AR	04/21/2023	Prepare for and attend IDC; draft and circulate summary.	1.10	\$550.00	\$605.00
AR	04/24/2023	Multiple correspondence with ND and CTL regarding status.	0.40	\$550.00	\$220.00
AR	04/25/2023	Review order regarding class certification; multiple correspondence with CTL regarding the same.	0.40	\$550.00	\$220.00
AR	05/04/2023	Multiple correspondence with opposing counsel regarding IDC; preliminary review of documents produced.	1.00	\$550.00	\$550.00
CL	05/05/2023	Receipt and review Declaration of S. Montanez re: inside sales; discuss with Andy re: same in preparation for IDC hearing.	0.50	\$750.00	\$375.00
AR	05/05/2023	Review and outline prior statements in advance of IDC.	0.50	\$550.00	\$275.00
AR	05/05/2023	Review and outline policies and procedures in advance of IDC; draft summary of response points.	0.80	\$550.00	\$440.00
AR	05/05/2023	Prepare for and attend IDC; draft and circulate summary.	2.20	\$550.00	\$1,210.00
AR	05/09/2023	Review and outline discovery for status; draft summary ahead of meet and confer call.	0.70	\$550.00	\$385.00
AR	05/09/2023	Meet and confer teleconference with opposing counsel; draft and circulate summary.	1.00	\$550.00	\$550.00
AR	05/23/2023	Follow up correspondence regarding status of discovery and IDC.	0.30	\$550.00	\$165.00
CL	05/30/2023	Email from J. Wu re meet and confer re statistically significant sample; Discuss with AJ and potential to retain Lacritz.	0.30	\$750.00	\$225.00
CL	05/30/2023	Email from L. Steiner re: declaration of statistically significant sample; Telephone call from L. Steiner re: same.	0.30	\$750.00	\$225.00
CL	05/30/2023	Review and analyze Defendant's Documents GLS_McPherson 1-540.	2.80	\$750.00	\$2,100.00
CL	05/30/2023	Review and analyze Defendant's Documents GLS_McPherson 541-741.	1.70	\$750.00	\$1,275.00
ASC	05/30/2023	FU re IDC request?: No, OPC responded	0.20	\$250.00	\$50.00
CL	05/31/2023	Telephone call with L. Steiner re: meet and confer re: sample declaration.	0.30	\$750.00	\$225.00
CL	05/31/2023	Review and analyze letter of engagement of L. Steiner and retainer agreement, Review and	0.30	\$750.00	\$225.00

		analyze CV.			
ASC	05/31/2023	PhMwCTL re IDC	0.20	\$250.00	\$50.00
CL	06/05/2023	Prepare for conference call with L. Steiner.	0.30	\$750.00	\$225.00
CL	06/05/2023	Conference call with L. Steiner and Cara re: declaration re statistically significant sample.	0.30	\$750.00	\$225.00
AR	06/05/2023	Receive and review meet and confer correspondence from opposing counsel regarding discovery.	0.80	\$550.00	\$440.00
AR	06/05/2023	Review and outline documents produced by opposing counsel; draft follow up correspondence.	1.60	\$550.00	\$880.00
AR	06/05/2023	Teleconference with statistician regarding sampling; follow up correspondence with CTL; draft summary.	0.80	\$550.00	\$440.00
CL	06/06/2023	Discuss with Andy IDC regarding PMK availability.	0.30	\$750.00	\$225.00
AR	06/06/2023	Review and outline report regarding sample size; review against companion case; draft summary.	0.60	\$550.00	\$330.00
AR	06/06/2023	Multiple correspondence with CTL regarding status of discovery; sampling of time and payroll data, and PMK deposition.	0.60	\$550.00	\$330.00
CL	06/07/2023	Email to N. McPherson re: status of IDC and order proving class information without limit to inside sales.	0.30	\$750.00	\$225.00
AR	06/07/2023	Multiple follow up correspondence regarding sampling.	0.30	\$550.00	\$165.00
AR	06/08/2023	Review and outline documents in advance of meet and confer with opposing counsel; draft summary.	1.50	\$550.00	\$825.00
AR	06/09/2023	Draft comprehensive meet and confer correspondence with opposing counsel regarding discovery and sampling.	0.80	\$550.00	\$440.00
AR	06/16/2023	Multiple correspondence with opposing counsel regarding mediation and sampling; review and outline file; draft correspondence with AB.	0.50	\$550.00	\$275.00
KN	06/17/2023	Review status; review emails regarding data and sampling	0.40	\$950.00	\$380.00
AR	07/05/2023	Multiple follow up correspondence regarding status of mediation and document production; draft summary for file.	0.30	\$550.00	\$165.00
ASC	07/05/2023	Draft stip to stay pending mediation	0.50	\$250.00	\$125.00

AR	07/07/2023	Review file for status; draft joint case management statement and submit to opposing counsel for comments.	1.50	\$550.00	\$825.00
AR	07/07/2023	Review and revise joint statement from opposing counsel; finalize, file and serve.	0.70	\$550.00	\$385.00
AR	07/10/2023	Review and outline prior IDC statements and orders; draft summary in advance of continued IDC.	0.80	\$550.00	\$440.00
AR	07/11/2023	Multiple correspondence with opposing counsel regarding mediation and timing of IDC/CMC.	0.30	\$550.00	\$165.00
AR	07/12/2023	Teleconference with opposing counsel regarding mediation and corresponding documents.	0.80	\$550.00	\$440.00
AR	07/12/2023	Draft correspondence with court regarding continued IDC/CMC.	0.60	\$550.00	\$330.00
CL	07/12/2023	Discuss with Andy/Randy re hearing on IDC and CMC and mediation in preparation for IDC/CMC.	0.40	\$750.00	\$300.00
CL	07/12/2023	Email form T. Shaddix (clerk) re: joint statement and tentative ruling issued at 2 pm .	0.20	\$750.00	\$150.00
ASC	07/13/2023	Review correspondence from court re IDC/CMC, monitor court's website for tentative ruling and confirm if rescheduled	0.30	\$250.00	\$75.00
ASC	07/13/2023	Review tentative rulings, save in the file, circulate, add reminder to give notice once confirmed	0.30	\$250.00	\$75.00
AR	07/13/2023	Receive and review tentative rulings; multiple correspondence with opposing counsel regarding the same.	0.40	\$550.00	\$220.00
CL	07/18/2023	Finalize Notice of Minute Orders as ordered by the Court.	0.20	\$750.00	\$150.00
ASC	07/18/2023	Prepare notice of minute orders, prepare POS, serve on OPC via email, file POS via One Legal, circulate, save MO to file	0.50	\$250.00	\$125.00
AR	07/25/2023	Review and outline orders; review file for status of mediation.	0.50	\$550.00	\$275.00
AR	07/26/2023	raft stipulation and proposed order to stay matter; follow up correspondence with opposing counsel regarding mediation.	1.30	\$550.00	\$715.00
AR	07/27/2023	Teleconference with opposing counsel; draft and circulate follow up correspondence.	1.00	\$550.00	\$550.00
AR	07/28/2023	Follow up correspondence in advance of CMC/ IDC.	0.30	\$550.00	\$165.00
AR	07/28/2023	Teleconference with opposing counsel in advance	0.50	\$550.00	\$275.00

		of CMC/IDC; draft summary correspondence.			
AR	07/28/2023	Prepare for and attend CMC/IDC; draft and circulate summary.	1.20	\$550.00	\$660.00
AR	07/28/2023	Follow up teleconference with opposing counsel regarding sampling; draft follow up correspondence.	0.40	\$550.00	\$220.00
AR	08/04/2023	Multiple correspondence with Client regarding status of matter.	0.40	\$550.00	\$220.00
CL	08/04/2023	Email from N. McPherson re: status of mediation and status of case.	0.20	\$750.00	\$150.00
AR	08/07/2023	Multiple correspondence with clients regarding status.	0.50	\$550.00	\$275.00
AR	08/16/2023	Follow up correspondence with opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
CL	08/16/2023	Receipt and review Email from S. Abarbanel re: GLS Production 541-3284.	0.70	\$750.00	\$525.00
AR	08/17/2023	Multiple correspondence with opposing counsel regarding mediation; draft follow up correspondence with AB.	0.30	\$550.00	\$165.00
AR	08/17/2023	Review and revise stipulation; review file and outline tolling; review docket regarding consolidation; draft follow up correspondence.	1.30	\$550.00	\$715.00
AR	08/17/2023	Review document production and data; multiple correspondence with expert regarding the same.	0.50	\$550.00	\$275.00
KN	08/18/2023	Review status; review emails regarding mediation; review draft stipulation; review summary from staff	0.50	\$950.00	\$475.00
CL	08/21/2023	Email from J. Hume re: mediation dates for Judge West.	0.20	\$750.00	\$150.00
AR	08/22/2023	Review file for status of production; draft summary for CTL.	0.50	\$550.00	\$275.00
CL	08/23/2023	Discuss with AJ and Andy re: sample size and percentage of payroll and time records for mediation.	0.30	\$750.00	\$225.00
CL	09/06/2023	Email from J. Hume re: mediation with Judge West on 4/8/23.	0.30	\$750.00	\$225.00
AR	09/20/2023	Draft revised stipulation to stay matter; submit to opposing counsel.	0.70	\$550.00	\$385.00
AR	10/03/2023	Receive revisions to stipulation to stay matter; revise, finalize, file and serve.	0.70	\$550.00	\$385.00

ASC	10/05/2023	Confirm mediation scheduled, calendar reminders re organize and bates stamp docs	0.20	\$250.00	\$50.00
AR	10/09/2023	Retrieve, review and outline order from Court; draft summary of dates; multiple follow up correspondence with CJ.	0.80	\$550.00	\$440.00
AR	10/11/2023	Review and outline prior IDC statements and sampling agreement; draft summary.	0.50	\$550.00	\$275.00
AR	10/11/2023	Teleconference with opposing counsel regarding mediation production and sampling; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	10/17/2023	Receive and review proposed sampling methodology; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
AR	10/17/2023	Update mediation chart and spreadsheets with sampling and expert information; follow up correspondence with AC regarding the same.	1.00	\$550.00	\$550.00
ASC	10/23/2023	Review correspondence from JAMS re mediation set, calendar reminders to bates stamp and update file ahead of mediation	0.30	\$250.00	\$75.00
CL	01/11/2024	Receipt and review Notice of dept relocation.	0.30	\$750.00	\$225.00
AR	01/16/2024	Multiple correspondence with opposing counsel regarding sampling methodology; review file for status.	0.50	\$550.00	\$275.00
AR	01/24/2024	Multiple correspondence with client regarding mediation.	0.30	\$550.00	\$165.00
YS	02/06/2024	Prepare POS for Prepare POS re Notice of department relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
NDB	02/13/2024	Review vacation and sick pay claims. Analyze pay statements. Legal research recent court opinions. Analyze court docket and case file for mediation prep.	2.60	\$850.00	\$2,210.00
AR	02/16/2024	Review file and update exhibit book; draft mediation data request and submit to AB for review.	1.70	\$550.00	\$935.00
AR	02/21/2024	Review deposit; update exhibit book and mediation chart.	1.50	\$550.00	\$825.00
KN	02/22/2024	Review status; review exhibit book and documents; analysis of data and mediation issues; review research from staff	1.00	\$950.00	\$950.00
NDB	03/27/2024	Legal research regarding rest break and 2802 claims. Discuss with Plaintiffs. Legal research. Analyze court docket and case file.	2.80	\$850.00	\$2,380.00

CL	04/04/2024	Email from J. Wu re: mediation data.	0.20	\$750.00	\$150.00
ASC	04/04/2024	Email to/from J. Wu re mediation data request follow up	0.40	\$450.00	\$180.00
AR	04/22/2024	Multiple correspondence with clients regarding mediation; review file for status of data; draft update.	0.70	\$550.00	\$385.00
ASC	04/22/2024	Email to J. Wu re follow up on production of mediation data request	0.30	\$450.00	\$135.00
ASC	04/23/2024	Email to J. Wu re follow up on production of mediation data request	0.30	\$450.00	\$135.00
ASC	04/24/2024	Receive and reply to email from S. Abarbanel re mediation data	0.40	\$450.00	\$180.00
ASC	04/26/2024	Receive and reply to email from S. Abarbanel re mediation data	0.40	\$450.00	\$180.00
ASC	04/26/2024	Receive email from S. Abarbanel re mediation data production, review and download	0.50	\$450.00	\$225.00
ASC	04/26/2024	Email to S. Abarbanel re missing data for named plaintiffs; share data with expert	0.50	\$450.00	\$225.00
KN	04/26/2024	Review status; review emails regarding data and mediation; review current state of production; review research	1.50	\$950.00	\$1,425.00
NDB	04/28/2024	Review court docket and case file. Analyze discovery to date. Review data produced by Defendant for mediation purposes. Legal research.	4.10	\$850.00	\$3,485.00
ASC	04/29/2024	Email to S. Abarbanel re missing data for named plaintiffs	0.30	\$450.00	\$135.00
ASC	04/30/2024	Receive email from S. Abarbanel re remaining documents produced for mediation, review and download	0.50	\$450.00	\$225.00
ASC	05/01/2024	Review GLS0000001-5 spreadsheets for mediation	1.00	\$450.00	\$450.00
ASC	05/01/2024	Review GLS0000006-6853 for mediation	2.00	\$450.00	\$900.00
YS	05/02/2024	Update exhibit book with documents produced by Defs: GLS0000001-0000005. Review and organize documents: GLS0000006-0000097.	1.00	\$250.00	\$250.00
NDB	05/03/2024	Legal research inside sales exemption and earned commission wages. Review and analyze Plaintiffs' individuals claims.	2.90	\$850.00	\$2,465.00
NDB	05/04/2024	Review time punch data for meal break and off the clock claims. Analyze paystubs. Legal	2.90	\$850.00	\$2,465.00

		research.			
ASC	05/06/2024	Email D. Hupp re mediation notes, set up call, reach out to witnesses	1.50	\$450.00	\$675.00
ASC	05/06/2024	Email N. McPherson re mediation notes, set up call	0.50	\$450.00	\$225.00
ASC	05/06/2024	Review and summarize GLS_McPherson_000001-540 for mediation	2.50	\$450.00	\$1,125.00
KN	05/06/2024	Review mediation production and staff summaries of production; review ND research; analysis of facts and claims; provide input on theories and liability issues	1.30	\$950.00	\$1,235.00
YS	05/07/2024	Further review and organize documents produced by Defs: GLS0000098-00000300.	0.60	\$250.00	\$150.00
YS	05/08/2024	Update and finalize exhibit book with GLS0000006-0006853.	2.00	\$250.00	\$500.00
ASC	05/08/2024	Review and summarize GLS_McPherson_000541-741 for mediation	2.00	\$450.00	\$900.00
NDB	05/08/2024	Research previous settlements with similar claims and workweeks for mediation valuation. Obtain facts for mediation brief. Analyze 204 late payment of wage claims.	2.70	\$850.00	\$2,295.00
ASC	05/09/2024	Email B. Berger re ETA for expert report	0.30	\$450.00	\$135.00
ASC	05/09/2024	Talk to McPherson re further questions for mediation	1.00	\$450.00	\$450.00
ASC	05/09/2024	Talk to Hupp e further questions for mediation	1.00	\$450.00	\$450.00
ASC	05/09/2024	Talk to McPherson re further questions for mediation	0.50	\$450.00	\$225.00
ASC	05/09/2024	Review and summarize GLS_McPherson_541-3199 for mediation	2.00	\$450.00	\$900.00
AB	05/09/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
NDB	05/09/2024	Review facts and law. Draft mediation brief.	3.90	\$850.00	\$3,315.00
ASC	05/10/2024	Review and organize GLS_McPherson_2682-2919 re McPherson's paystubs and time records	1.00	\$450.00	\$450.00
ASC	05/10/2024	Review and organize GLS_McPherson_2682-2919 re Hupp's paystubs and time records	1.00	\$450.00	\$450.00
KN	05/10/2024	Review documents; review draft mediation brief and materials; provide input to AJ; review research from ND; review facts and summaries	2.00	\$950.00	\$1,900.00

		from clients; analysis of issues			
ASC	05/13/2024	Review and summarize GLS_McPherson_3200-3284 for mediation	1.00	\$450.00	\$450.00
ASC	05/13/2024	Email from and to N. McPherson re further comments for mediation prep notes, set up a follow up call	0.40	\$450.00	\$180.00
ASC	05/13/2024	Reach out to witness C. Frye re timecard discrepancies, set up a follow up call	0.40	\$450.00	\$180.00
ASC	05/13/2024	Call with C. Frye re timecard discrepancies and adjustments to not pay meal premiums	0.50	\$450.00	\$225.00
ASC	05/13/2024	Address questions from expert	1.00	\$450.00	\$450.00
ASC	05/13/2024	Email to Sara A. re questions from expert	0.50	\$450.00	\$225.00
ASC	05/13/2024	Update Mediation Notes	1.00	\$450.00	\$450.00
ASC	05/13/2024	Call with Nina McPherson re 401k and privacy issues	0.50	\$450.00	\$225.00
ASC	05/13/2024	Update Mediation Notes after call with N. McPherson	1.00	\$450.00	\$450.00
ASC	05/13/2024	Call with Aliya re timecard discrepancies and adjustments to not pay meal premiums	0.50	\$450.00	\$225.00
ASC	05/13/2024	Review spreadsheet GLS0006856 re number of class members, aggrieved employees and work weeks	1.00	\$450.00	\$450.00
AR	05/14/2024	Multiple correspondence regarding mediation data; review file and draft follow up correspondence.	0.60	\$550.00	\$330.00
ASC	05/14/2024	Follow up with S. Abarbanel re mediation data for expert	0.30	\$450.00	\$135.00
ASC	05/14/2024	Finalize mediation notes	2.00	\$450.00	\$900.00
ASC	05/14/2024	Discuss mediation notes with AJ	0.50	\$450.00	\$225.00
ASC	05/14/2024	Email to S. Abarbanel to request more information regarding sales representatives	0.30	\$450.00	\$135.00
ASC	05/14/2024	Email to expert re further data update for mediation	0.30	\$450.00	\$135.00
ASC	05/15/2024	Email to S. Abarbanel re class size, number of AEs and total workweeks	0.30	\$450.00	\$135.00
ASC	05/15/2024	Follow up with expert re mediation analysis	0.40	\$450.00	\$180.00
AB	05/16/2024	Finalize and file mediation brief.	5.00	\$895.00	\$4,475.00

KN	05/17/2024	Review expert report; review final mediation brief and documents; analysis of claims for mediation; advise AJ	1.50	\$950.00	\$1,425.00
NDB	05/19/2024	Review mediation materials including briefs and exhibits attached thereto. Review expert damage and penalty report. Prepare for mediation.	2.10	\$850.00	\$1,785.00
AB	05/20/2024	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
AR	05/20/2024	Review file for status of mediation; draft follow up correspondence.	0.40	\$550.00	\$220.00
SB	05/20/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	05/21/2024	Discuss mediators proposal with AJB	0.40	\$750.00	\$300.00
NDB	05/21/2024	Review mediation notes and results. Discuss with partners. Update Plaintiffs.	0.90	\$850.00	\$765.00
KN	05/21/2024	Review issues from mediation from AJ; review mediator proposal and settlement issues; discuss with partners	0.75	\$950.00	\$712.50
AB	05/28/2024	Draft/send corr to mediator re finalizing settlement.	2.00	\$895.00	\$1,790.00
AB	05/29/2024	Review/analyze corr from mediator re settlement. Draft/send response. Review/analyze mediator's response thereto. Draft MOU.	5.00	\$895.00	\$4,475.00
ASC	06/04/2024	Prepared Joint CMC statement, confirm CMC on calendar	1.00	\$450.00	\$450.00
ASC	06/04/2024	Review proposed changes to Joint Statement from S. Abarbanel, finalize, add POS, file via One Legal, serve via email, submit courtesy copy	0.80	\$450.00	\$360.00
ASC	06/06/2024	Review GLS0006856 - Workweeks and pay periods re number of workweeks and pay periods for inside sales reps	0.40	\$450.00	\$180.00
KN	06/06/2024	Review issues regarding inside sales claims and figures; review draft MOU; analysis of settlement issues	1.00	\$950.00	\$950.00
AR	06/17/2024	Multiple correspondence with opposing counsel regarding motion to compel deadline.	0.30	\$550.00	\$165.00
AR	06/18/2024	Multiple correspondence with opposing counsel regarding motion to compel deadline.	0.30	\$550.00	\$165.00
AB	06/21/2024	Review/analyze defendant's changes to MOU. Call w/ team re status of case/consolidation issues. Review/revise MOU. Draft/send corr to defendant w/ revised MOU.	4.00	\$895.00	\$3,580.00
KN	06/21/2024	Review revisions to MOU; advise AJ	0.80	\$950.00	\$760.00

NB	06/25/2024	Review docs, analyze re settlement issues. Advise AJ	3.00	\$995.00	\$2,985.00
YS	06/26/2024	Prepare and finalize notice of remote appearance. File via Onelegal. Email to OPC re notice.	0.40	\$250.00	\$100.00
ASC	06/27/2024	Review court's website re Tentative re Hearing re CMC	0.30	\$450.00	\$135.00
AB	06/28/2024	Review/analyze changes to MOU by Defendant. Finalize and circulate MOU for signatures.	2.00	\$895.00	\$1,790.00
NDB	06/28/2024	Review and analyze mediator's proposal and MOU terms. Send MOU to two Plaintiffs. Respond to numerous emails regarding settlement amounts. Calls to discuss terms.	1.30	\$850.00	\$1,105.00
KN	06/28/2024	Review final MOU; analysis of settlement and issues for long form; advise AJ and ND	0.50	\$950.00	\$475.00
KN	07/01/2024	Review MOU and analysis of settlement issue; discuss with AJ; emails with partners; memo re approval issues to address	0.75	\$950.00	\$712.50
AB	07/01/2024	Discuss subclass issues internally. Draft/send memo re subclass issues.	2.00	\$895.00	\$1,790.00
NDB	07/01/2024	Review and analyze mediation brief. Analyze MOU, respond to Plaintiffs questions. Discuss with partners.	1.00	\$850.00	\$850.00
KN	07/01/2024	Review status; review memo from AJ regarding subclass issues; analysis of how to handle and proposed figures; discuss	0.50	\$950.00	\$475.00
AB	07/03/2024	Review/analyze minute order; update calendar/ review status docs re finalizing settlement.	2.00	\$895.00	\$1,790.00
NB	07/03/2024	Review MOU analyze re settlement issues.	2.75	\$995.00	\$2,736.25
ASC	07/03/2024	Download 6/28/24 minute order, calendar new CMC date	0.50	\$450.00	\$225.00
NB	07/08/2024	Outline long form, analyze.	2.50	\$995.00	\$2,487.50
KN	07/16/2024	Review emails; analysis of issues re settlement; assess client issues; discuss with partners	0.75	\$950.00	\$712.50
NB	07/25/2024	Outline Long Form, analyze MOU. Final.	3.00	\$995.00	\$2,985.00
VR	08/04/2024	Draft: draft second amended complaint; review MOU; review court's orders; review mediation brief; legal research re commission payments	1.80	\$750.00	\$1,350.00
AB	08/05/2024	Review/analyze amended complaint. Review feedback from partner. Confirm no other changes.	3.00	\$895.00	\$2,685.00
VR	08/06/2024	Review and Revise: review and revise amended	1.10	\$750.00	\$825.00

		complaint; review MOU; advise NDB			
VR	08/09/2024	Review and Revise: review and revise proposed SAC; correspondence to Def; review correspondence between parties; advise NDB	0.60	\$750.00	\$450.00
KN	08/09/2024	Review amended complaint and revisions thereto; advise VR; analysis of settlement issues and next steps; memo to staff	0.50	\$950.00	\$475.00
VR	08/14/2024	Draft: draft settlement agreement; review correspondence between parties; review MOU; review complaints; review court's orders and docket; advise CL	4.00	\$750.00	\$3,000.00
VR	08/14/2024	Draft: draft settlement agreement; review MOU; review complaint and SAC; correspondence to Def	1.00	\$750.00	\$750.00
VR	08/15/2024	Draft: draft settlement agreement; review MOU; review fees and costs; review correspondence between parties; review mediation brief; advise KN	3.10	\$750.00	\$2,325.00
KN	08/15/2024	Review draft settlement agreement; analysis of issues; discuss with VR	2.00	\$950.00	\$1,900.00
AB	08/19/2024	Review/analyze / edit longform settlement agreement and proposed SAC.	3.00	\$895.00	\$2,685.00
VR	08/23/2024	Draft: draft motion for remand; review and revise motion for remand and supporting documents; review removal papers; review documents	4.20	\$750.00	\$3,150.00
VR	09/11/2024	Receipt and Review of Correspondence: review correspondence between parties; review status of amended complaint and longform agreement; correspondence to Def	0.80	\$750.00	\$600.00
NB	09/23/2024	Review long form and SAC, analyze re approval issues. Final	3.00	\$995.00	\$2,985.00
KN	09/23/2024	Review status of settlement and FAC; review documents	0.50	\$950.00	\$475.00
YS	09/24/2024	Add case to internal litigation weekly chart. Update with MTC deadline.	0.20	\$250.00	\$50.00
VR	09/25/2024	Review and Analyze: review correspondence between parties; correspondence to administrators; review MOU; advise KN	0.60	\$750.00	\$450.00
YS	10/10/2024	Review correspondence from Defs re updated #s. Update internal class spreadsheet with updated #s.	0.10	\$250.00	\$25.00
VR	10/11/2024	Review and Revise: review and revise amended complaint; review documents to verify claims;	2.50	\$750.00	\$1,875.00

		review correspondence between counsel; draft stipulation to amend complaint; correspondence to Def; review MOU			
YS	10/31/2024	Finalize stip for leave to file SAC for service. Prepare POS. Book mark exhibit 1. File via Onelegal. Email to OPC re stip/order. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
VR	10/31/2024	Draft: draft joint CMC statement; review court's orders and docket; correspondence to Def	1.20	\$750.00	\$900.00
YS	11/01/2024	Finalize joint CMC statement for service. Prepare POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
VR	11/04/2024	Review and Analyze: review individual settlement agreement; review correspondence between parties; advise KN and NBB	1.10	\$750.00	\$825.00
KN	11/04/2024	Review status of settlement; review documents; FU with VR	0.50	\$950.00	\$475.00
YS	11/13/2024	Review court docket for status of stip/order to amend. Stip received but not signed by judge.	0.20	\$250.00	\$50.00
VR	11/14/2024	Review and Revise: review and revise settlement agreement; review settlement numbers; advise KN; correspondence to Def	0.60	\$750.00	\$450.00
VR	11/14/2024	Review and Revise: review and revise Settlement Agreement; review correspondence between parties; review MOU; advise KN	0.50	\$750.00	\$375.00
VR	11/14/2024	Review and Analyze: review court's orders and docket; correspondence to Def; review CMC statements	0.40	\$750.00	\$300.00
KN	11/14/2024	Review progress and status of amended complaint; review draft agreements; discuss with VR; advise as to next steps	1.00	\$950.00	\$950.00
NDB	11/15/2024	Review emails from OPC regarding escalator clause and workweeks count for inside sales sub-class. Review MOU. Discuss with partners. Research.	1.00	\$850.00	\$850.00
NDB	11/15/2024	Review settlement agreement and exhibits thereto for conformity with MOU terms. Discuss with Plaintiffs. Obtain signatures on settlement agreement.	1.10	\$850.00	\$935.00
VR	11/20/2024	Review and Analyze: review court's orders and docket; review stipulation re FAC; review settlement agreement; review correspondence re FAC; advise KN	0.30	\$750.00	\$225.00
YS	11/20/2024	Finalize SAC for service. Prepare POS. File via	0.60	\$250.00	\$150.00

		Onelegal. Email to OPC re SAC. Email to Court Docs for circulation.			
YS	11/20/2024	Review court docket for order granting leave to file SAC. Download and update file. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
KN	11/20/2024	Analysis of final agreement; execute documents; email Defendant; research issues for exhibits; begin drafting exhibits; consult with staff; advise staff as to next steps	4.50	\$950.00	\$4,275.00
KN	11/20/2024	Review status; review issues regarding amended complaint; discuss with VR	0.50	\$950.00	\$475.00
KN	11/21/2024	Work on exhibits	1.50	\$950.00	\$1,425.00
KN	11/25/2024	Draft Exhibits B and C; email Defendant	2.00	\$950.00	\$1,900.00
CL	11/26/2024	Email from S. Abarbenel re: motion for preliminary approval.I	0.20	\$750.00	\$150.00
YS	11/26/2024	Email to court re 3/28/25 date for MPA.	0.20	\$250.00	\$50.00
YS	12/04/2024	Review Onelegal, download filed-stamped SAC. Update file. Upload to the LWDA. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
ASC	12/04/2024	Prepare to M&C re outstanding discovery	0.50	\$450.00	\$225.00
YS	12/05/2024	Telephone call to clerk re hearing reservation. No answer, left voicemail.	0.20	\$250.00	\$50.00
YS	12/06/2024	Telephone call to clerk re hearing reservation. No answer, left voicemail.	0.20	\$250.00	\$50.00
KN	12/06/2024	Review status for MPA; review emails from staff; respond to issues	0.30	\$950.00	\$285.00
ASC	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declarations	0.40	\$450.00	\$180.00
YS	12/10/2024	Telephone call to clerk re hearing reservation. Spoke to clerk, email to team and KN.	0.20	\$250.00	\$50.00
CL	01/21/2025	Email to N. McPherson re: status of settlement and motion for preliminary approval.	0.30	\$750.00	\$225.00
YS	01/21/2025	Telephone call to dept clerk re confirmed MPA hearing. Email to dept re follow up.	0.20	\$250.00	\$50.00
KN	02/03/2025	Review status and documents; analysis of Kullar issues; research for motion; prepare approval chart; work on approval issues	2.00	\$950.00	\$1,900.00
KN	02/19/2025	Review and revise exhibits; finalize exhibits and email Defendant; Review checklist and status of	3.75	\$950.00	\$3,562.50

		settlement; memo to staff; memo to AJ ; begin drafting motion; update proposed order			
CL	02/19/2025	Email to S. Abarbanel re: meet and confer re: declaration re paragraph 7.1 of settlement agreement.	0.30	\$750.00	\$225.00
KN	02/21/2025	draft motion for preliminary approval; work on kullar issues; memo to staff; email to Defendant regarding draft motion.	3.30	\$950.00	\$3,135.00
CL	02/25/2025	Email to S. Abarbanel re: declaration and disclosing class members and workweeks.	0.20	\$750.00	\$150.00
VR	02/25/2025	Review and Analyze: review court's orders and docket; review amended complaint; review settlement agreement; advise KN	0.50	\$750.00	\$375.00
KN	02/26/2025	Work on issues for declaration; begin drafting declaration ISO motion	2.00	\$950.00	\$1,900.00
KN	02/27/2025	Draft declaration; work on checklist items; research some issues to address in declaration.	3.00	\$950.00	\$2,850.00
KN	02/27/2025	Review and revise motion per information from VR; update proposed order; memo to Admin; prepare signed Agreement with exhibits	1.00	\$950.00	\$950.00
ASC	02/27/2025	Draft declaration of N. McPherson iso of MPA; reach out to client for signature	1.00	\$450.00	\$450.00
ASC	02/27/2025	Draft declaration of D. Hupp iso of MPA; reach out to client for signature	1.00	\$450.00	\$450.00
KN	02/28/2025	Review and revise declaration; email Defendant; check status of documents and client decs; submit settlement agreement to the LWDA.	1.00	\$950.00	\$950.00
CL	02/28/2025	Email to S. Ababanel re: declaration for escalator clause.	0.20	\$750.00	\$150.00
KN	03/04/2025	Review and revise Motion; revise and prepare declaration; file and serve motion	3.00	\$950.00	\$2,850.00
CL	03/10/2025	Draft Joint CMS; review and analyze docket and motion for preliminary approval in preparation for same.	0.70	\$750.00	\$525.00
CL	03/10/2025	Email to S. Abarbanel re Draft Joint CMS.	0.30	\$750.00	\$225.00
CL	03/11/2025	Email to S. Abarbanel re: following-up on Joint CMS.	0.20	\$750.00	\$150.00
CL	03/12/2025	Email from S. Moreno re: Joint Case Management Conference Statement; Review and analyze same.	0.40	\$750.00	\$300.00
CL	03/12/2025	Email from/to S. Abarbanel re: Joint Case	0.20	\$750.00	\$150.00

Management Conference Statement.					
YS	03/21/2025	Review status of case, Confirm 3/28 MPA hearing on calendar	0.10	\$250.00	\$25.00
YS	03/21/2025	Review status of case, Confirm 3/28 CMC hearing still on calendar, circulate ZOOM to appear remotely, schedule reminder text for team	0.40	\$250.00	\$100.00
KN	03/26/2025	Prep for hearing; check docket; register for notifications	0.40	\$950.00	\$380.00
KN	03/27/2025	Review tentative; memo to Defendant; memo to staff	0.40	\$950.00	\$380.00
ASC	03/28/2025	Prepare to attend CMC, review tentative ruling; hearing vacated	0.50	\$450.00	\$225.00
CL	04/01/2025	Email from/to N. Tori re: status of preliminary approval; Review and analyze tentative ruling on same.	0.30	\$750.00	\$225.00
KN	04/02/2025	Review docket and download order; memo to Admin with documents and instructions	0.50	\$950.00	\$475.00
CL	04/03/2025	Receipt and review Order granting preliminary approval of settlement.	0.30	\$750.00	\$225.00
CL	04/17/2025	Email to D. Hupp re: timeline and class notice administration based on class data upload.	0.30	\$750.00	\$225.00
YS	04/24/2025	Email to dept 23 requesting reservation date for MFA hearing	0.30	\$250.00	\$75.00
KN	05/02/2025	Review Admin email; review spreadsheet and double check calculations; review formatted notice	0.50	\$950.00	\$475.00
KN	05/05/2025	Review Admin email; review timeline; review formatted notice; review spreadsheet and double-check figures; respond to Admin	0.60	\$950.00	\$570.00
CL	05/12/2025	Email from/to N. Tori re: class notices and mailing.	0.30	\$750.00	\$225.00
KN	05/14/2025	Analysis of settlement issues; emails with ND and Admin; review revised spreadsheet; respond to Admin	0.75	\$950.00	\$712.50
CL	05/27/2025	Email from J. Vega re: administration report; review and analyze settlement administration report.	0.30	\$750.00	\$225.00
CL	05/27/2025	Email from N. Castro re: settlement administrator's report; Review and analyze settlement administrator's report.	0.30	\$750.00	\$225.00
KN	06/02/2025	Review Admin email and weekly report from	0.20	\$950.00	\$190.00

Admin					
KN	06/09/2025	Review Admin email and weekly report from Admin	0.20	\$950.00	\$190.00
CL	06/16/2025	Email from N. Castro re: settlement administrator's report; Review and analyze settlement administrator's report.	0.30	\$750.00	\$225.00
KN	06/16/2025	Review Admin email and weekly report from Admin	0.20	\$950.00	\$190.00
CL	06/23/2025	Email from N. Castro re: settlement administration report; Receipt and review same.	0.30	\$750.00	\$225.00
KN	06/23/2025	Review Admin email and weekly report from Admin	0.20	\$950.00	\$190.00
CL	07/08/2025	Email to N. Castro re administration report of opt-outs; Receipt and review administrator's report re settlement.	0.30	\$750.00	\$225.00
NDB	07/08/2025	Review and respond to class member inquiries.	0.80	\$850.00	\$680.00
KN	07/08/2025	Review Admin email and weekly report from Admin; email to Admin	0.25	\$950.00	\$237.50
CL	07/12/2025	Draft Memorandum of Points and Authorities in support of Final Approval of Settlement.	4.30	\$750.00	\$3,225.00
CL	07/12/2025	Draft Notice of Motion in support of Final Approval of Settlement.	0.60	\$750.00	\$450.00
CL	07/14/2025	Draft Declaration of K. Nordrehaug in support of Final Approval of Settlement.	3.10	\$750.00	\$2,325.00
KN	07/14/2025	Review and revise draft motion for final approval; review billing issues and make corrections; email Def with draft of motion; memo to staff; update proposed order	3.00	\$950.00	\$2,850.00
YS	07/16/2025	Populate tables for the motion for final approval	1.00	\$250.00	\$250.00
KN	07/22/2025	Review and revise draft declaration; review billing for accuracy and finalize exhibits to declaration	1.50	\$950.00	\$1,425.00
KN	07/22/2025	Review and revise motion for final approval; finalize motion; update proposed order; file and serve motion; serve LWDA	3.50	\$950.00	\$3,325.00
KN	07/22/2025	Review status of Administration; email Admin; review and revise draft Admin declaration.	0.50	\$950.00	\$475.00
Quantity Subtotal				388.95	
Services Subtotal				\$272,778.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/20/2022	Onelegal/Filing Fee	1.00	\$540.49	\$540.49
Expense	04/20/2022	Onelegal/Filing Fee	1.00	\$1,606.02	\$1,606.02
Expense	06/03/2022	Court Fee/Docket Fee	1.00	\$8.20	\$8.20
Expense	06/08/2022	Onelegal/Filing Fee	1.00	\$205.90	\$205.90
Expense	06/08/2022	Onelegal/Filing Fee	1.00	\$149.28	\$149.28
Expense	06/16/2022	Onelegal/Filing Fee	1.00	\$113.50	\$113.50
Expense	06/16/2022	Onelegal/Filing Fee	1.00	\$113.50	\$113.50
Expense	06/30/2022	Knox	1.00	\$57.35	\$57.35
Expense	06/30/2022	Knox	1.00	\$156.75	\$156.75
Expense	06/30/2022	Knox	1.00	\$1,123.75	\$1,123.75
Expense	10/07/2022	One Legal Filing - Proof of Service.	1.00	\$72.07	\$72.07
Expense	10/07/2022	LASC Download - Related Case Avendano v. GC Delivery Services, LLC, et al - 19STCV04971.	1.00	\$15.40	\$15.40
Expense	12/09/2022	One Legal Invoice No. 04592053	1.00	\$72.07	\$72.07
Expense	12/09/2022	One Legal Invoice - 04592053	1.00	\$72.07	\$72.07
Expense	12/22/2022	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	03/14/2023	Document retrieval fee.	1.00	\$2.00	\$2.00
Expense	06/01/2023	FedEx	1.00	\$60.67	\$60.67
Expense	06/01/2023	Employment Research Corporation	1.00	\$5,000.00	\$5,000.00
Expense	07/26/2023	OneLegal filing fee.	1.00	\$92.66	\$92.66
Expense	08/10/2023	OneLegal filing fee	1.00	\$92.66	\$92.66
Expense	10/04/2023	OneLegal filing fee.	1.00	\$113.25	\$113.25
Expense	01/23/2024	Mediation Fees - JAMS.	1.00	\$8,475.00	\$8,475.00
Expense	05/22/2024	Berger Consulting.	1.00	\$18,630.00	\$18,630.00
Expense	06/04/2024	One Legal - Joint CMS	1.00	\$18.43	\$18.43
Expense	06/26/2024	One Legal - Notice of Remote Appearance	1.00	\$18.43	\$18.43
Expense	11/04/2024	One Legal Filing Fees	1.00	\$19.05	\$19.05
Expense	11/08/2024	One Legal Filing Fees	1.00	\$469.22	\$469.22

Expense	11/21/2024	One Legal Filing Fees	1.00	\$19.05	\$19.05
Expense	02/03/2025	Employment Research Corporation Credit.	1.00	-\$4,312.50	-\$4,312.50
Expense	03/05/2025	One legal charge	1.00	\$87.76	\$87.76
Expense	03/05/2025	One legal filing charge with motion filing fee	1.00	\$84.10	\$84.10
Expense	07/22/2025	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal				\$33,328.79	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	43.0	\$895.00	\$38,485.00
Norm Blumenthal	14.25	\$995.00	\$14,178.75
Scott Blumenthal	8.0	\$450.00	\$3,600.00
Nicholas De Blouw	30.1	\$850.00	\$25,585.00
Jeffrey Herman	1.0	\$750.00	\$750.00
Christine LeVu	39.4	\$750.00	\$29,550.00
Kyle Nordrehaug	61.4	\$950.00	\$58,330.00
Victoria Rivapalacio	27.9	\$750.00	\$20,925.00
Andrew Ronan	109.2	\$550.00	\$60,060.00
Adolfo Sanchez Contreras	38.2	\$450.00	\$17,190.00
Adolfo Sanchez Contreras	6.5	\$250.00	\$1,625.00
Yesenia Silva	10.0	\$250.00	\$2,500.00
Quantity Total			388.95
Subtotal			\$306,107.54
Total			\$306,107.54

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/21/2025	\$306,107.54	\$0.00	\$306,107.54

Outstanding Balance	\$306,107.54
Total Amount Outstanding	\$306,107.54

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

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

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

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

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

EXHIBIT #6

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12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

14 NINA MCPHERSON and DOREEN HUPP,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated

17 Plaintiffs,

18 vs.

19 GENERAL LOGISTICS SYSTEMS US,
20 INC., a California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: 34-2022-00318236

**DECLARATION OF NINA MCPHERSON
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: March 8, 2025

Hearing Time: 9:00 a.m.

Reservation ID # **A-318236-001**

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: April 13, 2022

Trial Date: Not set

DECLARATION OF NINA MCPHERSON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Nina McPherson, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

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

7 3. During the class period I have worked as a Sales Representatives for the Defendant
8 General Logistics Systems US, Inc. ("General Logistics") ("Defendant") in California and during
9 that time period I have been classified by Defendant as a non-exempt employee.

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

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
18 because I felt that my legal rights as an employee and others like me were violated. I was paid an
19 hourly rate plus commissions while employed for Defendant. Defendant forced me to forfeit my
20 earned commissions and converted my pay structure to salary only. In addition I was misclassified
21 as an exempt employee. I had to work more than 8-hour shifts without being paid overtime.
22 Defendant also didn't include additional remunerations into my regular rate of pay.

23 6. I spoke to my attorneys several times and discussed how Defendants implemented their
24 company policies and procedures. I also assisted my attorneys in their investigation into my claims
25 by providing them documents and answering their questions. I reviewed the complaint before it
26 was filed and, after it was filed, I was given access to an electronic file sharing program that
27 alerted me via email when important documents were filed so that I could review them and keep

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DECLARATION OF NINA MCPHERSON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 up with the developments in the case which I understood was one of my duties as a class
2 representative. I would also contact my attorneys from time to time if I had any questions about
3 the case.

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

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

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

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

25 11. A mediation took place on May 20, 2024 with Hon. Carl J. West (Ret.), a well-respected
26 and experienced mediator of wage and hour class actions. Following the mediation, the parties
27 were able to reach an agreement to settle the action. I communicated with my attorneys regarding

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DECLARATION OF NINA MCPHERSON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 the terms of the settlement which was reached between the parties and understood that I was
2 representing absent class members and therefore wanted the best possible result to be obtained for
3 the class members and I believe a very positive result was in fact achieved via settlement. I
4 reviewed and signed the Memorandum of Understanding on July 1, 2024, and when the final
5 settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on
6 November 18, 2024.

7 12. I have been actively involved with this lawsuit performing the duties described above.
8 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
9 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
10 settlement process. I estimate that I spent approximately 40-60 hours working on this case up
11 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
12 and a proposed class representative to date, and will continue to do so. I have and always will
13 maintain the best interest of the class members.

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

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

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

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DECLARATION OF NINA MCPHERSON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my
2 employer, the exposure to being responsible for paying Defendants' costs in the event we did not
3 win the case, the reputational risk that future employers may hold this lawsuit against me, the
4 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
5 Class Representative service payment is fair and reasonable.

6 ///

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

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4 Executed on 02/27/2025, at Applegate, CA.
5 (city, state)

6 Nina McPherson
7 Nina McPherson (Feb 27, 2025 15:24 PST)
8 Nina McPherson
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28 DECLARATION OF NINA MCPHERSON IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

EXHIBIT #7

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

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4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

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9 Fax: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

14 NINA MCPHERSON and DOREEN HUPP,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated

17 Plaintiffs,

18 vs.

19 GENERAL LOGISTICS SYSTEMS US,
20 INC., a California Corporation; and DOES 1
21 through 50, inclusive,

22 Defendants.

CASE NO.: 34-2022-00318236

**DECLARATION OF DOREEN HUPP
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: March 8, 2025

Hearing Time: 9:00 a.m.

Reservation ID # **A-318236-001**

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: April 13, 2022

Trial Date: Not set

**DECLARATION OF DOREEN HUPP IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

1 I, Doreen Hupp, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.

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

7 3. During the class period I have worked as a Sales Representatives for the Defendant
8 General Logistics Systems US, Inc. ("General Logistics") ("Defendant") in California and during
9 that time period I have been classified by Defendant as a non-exempt employee.

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

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
18 because I felt that my legal rights as an employee and others like me were violated. I was paid an
19 hourly rate plus commissions while employed for Defendant. Defendant forced me to forfeit my
20 earned commissions and converted my pay structure to salary only. In addition I was misclassified
21 as an exempt employee. I had to work more than 8-hour shifts without being paid overtime.
22 Defendant also didn't include additional remunerations into my regular rate of pay.

23 6. I spoke to my attorneys several times and discussed how Defendants implemented their
24 company policies and procedures. I also assisted my attorneys in their investigation into my claims
25 by providing them documents and answering their questions. I reviewed the complaint before it
26 was filed and, after it was filed, I was given access to an electronic file sharing program that
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DECLARATION OF DOREEN HUPP IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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5 all the duties of a class representative. I understand that as a class representative I have assumed a
6 fiduciary responsibility to prosecute this class action on behalf of the absent class members. I
7 have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the
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9 8. I understood that being a plaintiff/class representative in this case meant that I was seeking
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11 for Defendants in California who make up the class. I felt that these individuals were not aware of
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13 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.

14 9. I understood that being a part of this lawsuit involved risks. For example, my attorneys
15 explained to me that if the case went to trial and we lost, I could be held responsible to pay for all
16 or part of the attorney fees and costs paid by Defendants to defend this lawsuit. Also, I knew there
17 was a risk that future employers, if they ever find out about this lawsuit, could hold it against me
18 or downgrade me as a potential hire. As one of only two named Plaintiffs in this case, it would
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21 the rights of others regardless of the risks, time and effort I spent on this case.

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26 and experienced mediator of wage and hour class actions. Following the mediation, the parties
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DECLARATION OF DOREEN HUPP IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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23 requested Class Representative Service Payment of \$10,000 from the settlement is fair
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25 15. As part of the settlement it was necessary for me to sign a general release of all claims I
26 may have against Defendants. I believe the Class Representative Service Payment I have requested
27 provides me with some compensation for this agreed release.

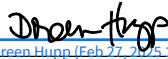
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DECLARATION OF DOREEN HUPP IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

/ / /

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

3
4 Executed on 02/27/2025, at Castro Valley, CA.
5 (city, state)

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7 Doreen Hupp (Feb 27, 2025 15:33 PST)
8 Doreen Hupp
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28 DECLARATION OF DOREEN HUPP IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT