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

FRANCIS COQUILLETTE, an individual,
on behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,

v.

LOCATION SERVICES, LLC, a Limited
Liability Company; and DOES 1 through
50, inclusive,

Defendant.

Case No. 37-2022-00019868-CU-OE-CTL

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

Hearing Date: January 17, 2025

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Minute Order dated August
23, 2024]*

Judge: Hon. Katherine A. Bacal
Dept.: C-63

Action Filed: May 25, 2022

Trial Date: August 30, 2024

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 Plaintiff Francis Coquillette (“Plaintiff”) in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff’s motion for final approval of the class
7 settlement, including attorneys’ fees, costs and service award.

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

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

Services, LLC (“Defendant”) reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Four Hundred Thousand Dollars (\$400,000.00). (Agreement at ¶ 1.22.) 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 Payment to the Plaintiff; 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 in 36 monthly installments with first payment due thirty (30) days after execution of this Agreement. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members along with the other Court-approved distributions shall be in three pro-rata distributions, with the first payment of one-third payable fifteen (15) days after the 12th payment by Defendant, the second payment of one-third payable fifteen (15) days after the 24th payment by Defendant and the third and final payment of one-third payable fifteen (15) days after the 36th payment by Defendant. (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 Payment, 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 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's

1 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks were initially be based on Defendant's records,
2 however, Class Members had the right to challenge the number of Workweeks.

3 (e) Class Members were able to opt-out of the Settlement by following the directions in the Class
4 Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provided that Class Members had sixty (60) days
5 from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-
6 out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) All Class Members who did not
7 "opt out" are be deemed Participating Class Members who will be bound by the Settlement and will be
8 entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
9 including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties
10 and will remain subject to the release of the Released PAGA Claims regardless of their request for
11 exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of
12 their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex.
13 A.)

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

19 (g) Apex Class Action was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to
21 exceed \$18,580. (Agreement at ¶ 3.2(c).) As set forth in the Declaration of Madely Nava, at ¶ 18, the
22 Administration expenses incurred to-date, as well as anticipated fees and costs for completion of the
23 settlement administration, are \$16,980

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$18,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than \$12,500 to the Plaintiff as the

1 Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

2 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
3 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
4 is “fair, adequate, and reasonable”. (Order dated August 23, 2024 (“Preliminary Approval Order”), at
5 1.) In sum, the Settlement valued at \$400,000 is an excellent result for the Class. This result is
6 particularly favorable in light of the fact that liability and class certification in this case were far from
7 certain. Given the complexities of this case, the defenses asserted, the risk of class certification, along
8 with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and
9 adequate, and should be finally approved.

10
11 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
12 dated August 23, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
13 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On October
14 18, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which
15 provided each class member with the terms of the Settlement, including notice of the claims at issue and
16 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
17 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
18 amount to that individual. See Declaration of Madely Nava. In disseminating the notice, the
19 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
20 To date, there have been no objections and no requests for exclusion.¹ As such, currently the entire Class
21 will participate in the Settlement and will be sent a settlement check.

22
23 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
24 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and
25 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,

26
27 ¹ The Response Deadline is December 17, 2024. The final Administration figures are still being
28 prepared and will be documented in a forthcoming Declaration of Madely Nava to be filed in advance
of the hearing on this motion.

1 were not provided accurate itemized wage statements, were not paid all wages at the time of termination.
2 The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
3 relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.
4

5 6. Procedural History of the Litigation

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

9 (b) On May 23, 2022, Plaintiff filed a class action Complaint against Defendant in the Superior
10 Court of the State of California, County of San Diego. This class action Complaint asserted class claims
11 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2)
12 failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3)
13 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
14 provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide
15 required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate
16 itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees
17 for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when
18 due in violation of California Labor Code §§ 201, 202 and 203; and (9) failure to pay sick pay wages in
19 violation of California Labor Code §§ 201-204, 233, and 246. On December 9, 2022, Plaintiff filed a
20 separate Representative Action Complaint against Defendant (the "PAGA Action") which asserted one
21 cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for
22 violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510,
23 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
24 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and the
25 Applicable Wage Orders.

26 (c) On December 18, 2023, Plaintiff filed a First Amended Consolidated Class and Representative
27 Action Complaint, which alleges additional individual claim for wrongful termination and consolidated
28 the claims alleged in this Action and the separately filed PAGA Action. The First Amended Consolidated

1 Class and Representative Action Complaint is the operative complaint in the Action (the “Operative
2 Complaint”).

3 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
4 informal discovery and the production of documents, class data, and other information, allowing for the
5 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
6 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
7 data for the Class covering 193 employees, 24,480 shifts and 5,257 workweeks; (3) Defendant’s wage
8 and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage statements provided
9 by Defendant. As such, Class Counsel received the data and information for the Class, which was
10 sufficient for Plaintiff’s expert to prepare the valuations of the claims for the Class.

11 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
12 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
13 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have
14 engaged in significant research and investigation in connection with the Action. Class Counsel has
15 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
16 to perform an analysis of the data and valuation of the claims.

17 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
18 to mediation, the Parties engaged in the above investigation and the exchange of documents and
19 information in connection with the Action. On July 19, 2023, the Parties participated in an all-day
20 mediation presided over by Jeff Krivis, a respected and experienced mediator of wage and hour class
21 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
22 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
23 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
24 length and contentious.

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

1 Order, and all other laws and regulations. Further, Defendant contends that class certification is
2 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
3 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
4 certification on the basis that the claims meet the requisites for class certification. Without admitting that
5 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
6 purposes only. (Agreement at ¶ 2.10.) The Parties agree that certification for settlement purposes is not
7 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
8 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
9 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
10 with respect to the Class are satisfied.

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

23 7. History of Settlement Discussions

24 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
25 before an experienced and well-respected mediator. Defendant has expressly denied and continue to deny
26 any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and Class
27 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
28

1 Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate the
2 class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement, and
3 Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously litigated
4 and certified similar claims against other employers

5 (b) The Parties attended an arms-length mediation session with Jeffrey Krivis, a respected and
6 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
7 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
8 Class, including time data, payroll data and data concerning the composition of the Class. Plaintiff
9 analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and submitted
10 a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the Parties
11 agreed to this Settlement.

12 (c) From September 2023 to May 2024, the settlement agreement and exhibits thereto were
13 finalized and executed, and then presented by motion to this Court for preliminary approval. On August
14 8, 2024, the Court issued its Order granting preliminary approved of the settlement.

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

17
18 8. The outcome of this case would have been uncertain and fraught with risks.

19 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
20 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
21 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
22 work time was properly recorded. Defendant maintained there was no miscalculation of the regular rate
23 when paying wages to the Plaintiff and the Class. Defendant contend that their meal and rest period
24 policies fully complied with California law and that Defendant did not fail to provide the opportunity for
25 legally required meal and rest breaks. Defendant contends that there was no failure to pay for business
26 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was
27 not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v.*
28 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class

1 certifiability as to the meal and rest period claims. Defendant also argues that based on its facially lawful
2 practices, Defendant acted in good faith and without willfulness, which if accepted would negate the
3 claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec.*
4 *Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) (“if an employer reasonably and in good faith believed it was
5 providing a complete and accurate wage statement in compliance with the requirements of section 226,
6 then it has not knowingly and intentionally failed to comply with the wage statement law.”) One of the
7 most important considerations is the Defendant’s financial circumstances which could result in no
8 recovery to the class and necessitated the payment schedule for funding. If successful, Defendant’s
9 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
10 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
11 a serious risk to recovery by the Class.

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

21 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
22 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
23 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
24 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
25 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
26 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
27 and length of a trial against Defendant through possible appeals which could take at least another two or
28 three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,

1 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
2 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
3 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
4 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and
5 Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their
6 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement
7 is in the best interest of the Class.

8 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
9 defenses to Plaintiff's claims. The Declaration of Nordrehaug submitted in support of preliminary
10 approval discussed the value of the class claims in detail. Based upon 354 Class Members who worked
11 an estimated 19,074 work weeks, the Gross Settlement Amount provides an average value of \$1,129 per
12 Class Member and \$21 per workweek and after deductions the Net Settlement Amount provides an
13 average recovery of \$586.40 per Class Member and a recovery of \$10.88 per workweek. The calculations
14 to compensate for the amount due for the Class at the time of the mediation were calculated by Berger
15 Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff
16 used the expert to analyze the data and determine the potential unpaid wages for the employees. The
17 maximum potential damages were calculated to be \$1,555 for alleged unpaid overtime premiums,
18 \$464,766 for the alleged unpaid wages for off-the-clock work at one hour per week, \$95,533 for the
19 alleged unpaid wages due to miscalculation of the regular rate, \$4,444 for the alleged unpaid sick pay due
20 to the alleged miscalculation of the result rate, \$487,660 for alleged meal period damages based upon a
21 32.9% potential violation rate for all shifts worked observed in the time records, \$526,586 for alleged rest
22 period damages based upon the same 32.9% potential violation rate for shifts worked, \$22,370 for alleged
23 unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage valuation was
24 calculated that Defendant were subject to a maximum damage claim in the amount of \$1,602,914. As
25 to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of

1 between \$613,808 and \$1,152,545, and potential maximum wage statement penalties were \$125,000.²
2 Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross
3 Settlement Amount of \$400,000 represents more than 24% of the maximum value of the alleged damages
4 at issue in this case at the time this Settlement was negotiated.³ Importantly, the recent decision that good
5 faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
6 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if
7 wages were owed to the Class. The above maximum calculations should then be realistically risk
8 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
9 liability on all claims. Given the amount of the settlement as compared to the potential value of claims
10 in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.⁴ Clearly, the
11 goal of this litigation has been met.

12 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
13 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
14 defenses both to liability and to class certification. The maximum and average class member allocations
15

16 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
17 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
18 by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest
19 periods or other wages were owed given Defendant's position that Plaintiff and Class Members were
20 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.").

21 ³ Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Motion for Preliminary Approval at ¶33 of the Declaration of
Nordrehaug.

24 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 will be set forth in the forthcoming Declaration of Madely Nava. Given the complexities of this case, the
2 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and
3 adequate, and should be finally approved.

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

9
10 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

13 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
14 fund settlement to be paid by Defendant to the Class in the amount of Four Hundred Thousand Dollars
15 (\$400,000.00) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award
16 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
17 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
18 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

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

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

1
2 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
3 Created for the Benefit of the Class

4 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
5 of the Gross Settlement Amount of \$4,000 which equals \$133,333 for attorneys' fees. As part of the
6 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
7 incurred as per Class Counsel's billing statement in an amount not to exceed \$18,000. Finally, Defendant
8 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
9 \$12,500, as his service awards under the Agreement.

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

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

26 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
27 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
28

1 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
2 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
3 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
4 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
5 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
6 multiplier approved in other cases.

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

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

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

22 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
23 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
24 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
25 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
26 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
27 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
28

1 Counsel advanced more than \$17,000 in costs which could not have been recovered if this case had been
2 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
3 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
4 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
5 Plaintiff also support the requested awards.

6 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
7 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
8 one-third equal to \$133,333 is also established by reference to Class Counsel's lodestar in this matter.
9 **The contemporaneous billing records for Class Counsel evidence that through December 19, 2024,**
10 **Class Counsel's total lodestar is \$170,048.75, with significant additional fees still to be incurred to**
11 **complete final approval and the settlement process.** The requested fee award is therefore less than
12 Class Counsel's current lodestar, representing a negative multiplier, and there will be additional lodestar
13 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
14 reports. Such a lodestar cross-check is below the range of positive multipliers approved in other cases
15 such as *Laffitte and Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁵ As a result, this
16 Court may conclude that the requested award is fair and reasonable and is justified under California law.

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

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 v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26 multiplier).

discouraged from prosecuting similar cases.

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a wage and hour class 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 action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-

588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.

12. The contemporaneous billing records for Class Counsel evidence that through December 19, 2024, Class Counsel's total lodestar is \$170,048.75, with significant additional fees still to be incurred to complete final approval and the settlement process. From October 15, 2021 to December 19, 2024, my firm worked on this matter for over 238 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$170,048.75. The requested fee award is therefore less than Class Counsel's lodestar, representing a negative multiplier of less than 0.8, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and

1 manage the settlement distribution and reports. A detailed breakdown of the total fees and the services
2 performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁶ In addition, Class Counsel
3 will be performing significant additional work that is not included in this lodestar amount, including
4 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
5 of the settlement process. I expect this additional work will result in \$10,000 - \$20,000 in additional
6 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
7 the local legal community for similar work and, if this were a commercial matter, these are the charges
8 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
9 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
10 current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's
11 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
12 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
13 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
14 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
15 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
16 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
17 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average
18 billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
19 when compared within 21 other firms practicing in the Southern District of California.) This survey is
20 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
21 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
22 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
23 who is opposing counsel in many cases prosecuted by Class Counsel, in past years charged rates as high
24 as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
25 types of cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.

26
27
28 ⁶ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
inception to June 2022, and Exhibit #4 contains the billing from June 2022 to September 10, 2024.

1 Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are
2 therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is
3 supported by the lodestar. This cross-check is far lower than the positive multipliers approved in other
4 cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

5
6 Litigation Expenses

7 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek “a Class
8 Counsel Litigation Expense of no more than \$18,000.” Class Counsel requests reimbursement for
9 incurred litigation expenses and costs in the amount of \$17,218.46 based upon counsel’s billing records
10 which evidence total expenses of \$17,218.46. These litigation expenses include the expenses incurred
11 for filing fees, mediation expenses, expert fees (Berger Consulting Group), and attorney service charges
12 (Knox, One Legal) and Lexis charges, all of which are costs normally billed to and paid by the client.⁷
13 The details of the litigation expenses incurred are set forth the Blumenthal Decl. at ¶13 and Exhibits #3
14 and 4.⁸ These costs were reasonably incurred in the prosecution of the Action.

15
16 Service Award

17 14. For his service as the sole class representative, Plaintiff should be awarded the agreed
18 service award of \$12,500 in accordance with the Agreement for his time, risk and effort expended on
19 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
20 payment and there have been no objections to the requested service award. The Plaintiff’s declaration in
21 support of this request is attached hereto as Exhibit #6. As the sole representative of the Class, Plaintiff
22 performed his duties to the Class admirably and without exception. Plaintiff worked extensively with
23

24 ⁷ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
26 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
27 mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

28 ⁸ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to December 19, 2024.

1 Class Counsel during the course of the litigation, responding to numerous requests, searching for
2 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
3 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
4 class release. The Plaintiff's declaration details the involvement, stress and risks he undertook as a result
5 of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees
6 to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
7 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
8 cooperation and information, no other employees would be receiving any benefit. The payment of service
9 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
10 currently awarded range for similar settlements. The requested award is also reasonable by reference to
11 the amounts that other California courts have found to be reasonable in wage and hour class action
12 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
13 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
14 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
15 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
16 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
17 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
18 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
19 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
20 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
21 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
22 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
23 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
24 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
25 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
26 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service
27 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
28

1 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
2 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
3 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
4 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
5 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
6 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
7 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
8 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
9 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
10 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
11 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
12 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
13 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
14 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
15 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
16 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
17 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
18 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
19 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
20 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
21 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
22 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
23 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
24 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
25 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
26 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000
27 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
28

2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" him 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 candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.⁹ Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."¹⁰ PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely

⁹ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

¹⁰ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 competitive and highly litigious, conducting pre employment background checks has become a
2 necessity.”¹¹

3 16. As a result, Class Counsel respectfully requests approval of the application for award of
4 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
5 expenses in the amount of \$17,218.46, and approval of the requested service award to the Plaintiff.

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

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 20th day of December, 2024, at San Diego, California.

11 /s/ Norman Blumenthal
12 NORMAN B. BLUMENTHAL
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27 ¹¹ [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

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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

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Admitted: 2020, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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)

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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 Compiq 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

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Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec 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 plaintiff Francis Coquillette (“Plaintiff”) and defendant Location Services, Inc. (“Defendant”). The Agreement refers to Plaintiff 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 *Coquillette v. Location Services, Inc.*, Case No. 37-2022-00019868-CU-OE-CTL, initiated on May 25, 2022 and pending in Superior Court of the State of California, County of San Diego, the Operative Complaint for which is the First Amended Consolidated Class and Representative Action Complaint (in light of the consolidation of the aforementioned case with *Coquillette v. Location Services, Inc.*, Case No. 34-2022-00323325, initiated on July 13, 2022 in the Superior Court of California for the County of Sacramento).
- 1.2. “Administrator” means Apex Class Action Administration, 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 were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in the State of California on a non-exempt basis at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as

approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from March 25, 2018 through the earlier of the preliminary approval or November 25, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative 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 Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Diego.

- 1.17. “Defendant” means Location Services, Inc.
- 1.18. “Defense Counsel means Steven Vandenporten of Fox Swibel Levin & Carroll LLP and Jeffrey P. Michalowski of Quarles & Brady LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (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 Four Hundred Thousand Dollars (\$400,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and

incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 13, 2021 through November 25, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s January 14, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$10,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Francis Coquillet, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could

have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. 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.

1.39. "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. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security and worker's compensation, and claims outside of the PAGA Period.

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

1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members 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.

1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On May 25, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. Plaintiff's Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;

- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick wages in violation of California Labor Code §§ 201-204, 233 and 246; and,
- (j) Knowingly false representations in violation of California Labor Code § 970.

2.2. On July 13, 2022, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Sacramento, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 34-2022-00323325 (hereinafter "PAGA Action").

2.3. On December 18, 2023, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, which alleges additional individual claim for wrongful termination and consolidated the claims alleged in this Action and the separately filed PAGA Action.

2.4. The First Amended Consolidated Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.6. On or about August 18, 2023, Defendant filed a Cross-Complaint against Plaintiff in this Action alleging Trespass to Property and Conversion ("Cross-Complaint").

2.7. Plaintiff denies the allegations in the Cross-Complaint, denies any failure to comply with the laws identified in in the Cross-Complaint t and denies any and all liability for the causes of action alleged.

- 2.8. On July 19, 2023, the Parties participated in an all-day mediation presided over by Jeff Krivis, 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.
- 2.9. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.10. 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 Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff 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.
- 2.11. 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 \$400,000 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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes 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 \$133,333, and a Class Counsel Litigation Expenses Payment of not more than \$18,000. Defendant will not oppose requests for these payments provided they 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 \$18,580 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 \$18,580, 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 \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the

LWDA PAGA Payment and 25% (\$2,500) 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 (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 25% 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. 75% 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 351 Class Members who collectively worked a total of 18,978 Workweeks, and 74 Aggrieved Employees who worked a total of 1,493 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. Timing of Settlement Funding and Provision of Settlement Shares and Other Payments. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon in 36 monthly installments with first payment due thirty (30) days after execution of this Agreement.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. The Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment in three pro-rata distributions, with the first payment of one-third payable fifteen (15) days after the 12th payment by Defendant, the second payment of one-third payable fifteen (15) days after the 24th payment by Defendant and the third and final payment of one-third payable fifteen (15) days after the 36th payment by Defendant, subject to acceleration upon default. In the event Defendant defaults on any of the monthly installment payments set forth in paragraph 4.3, after being given notice by Class Counsel and an opportunity to cure within fourteen (14) days, Defendant agrees that all payments still due and owing on this Payments in the total amount of \$400,000, less any payments received, shall be accelerated and due immediately.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The

Administrator may send Participating Class Members three checks each of which will combine the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's checks are 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 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 General 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. Defendant's General Release. Defendant and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Plaintiff 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 Cross-Complaint ("Defendant's Release"). Defendant's Release does not extend to any claims or actions to enforce this Agreement. Defendant acknowledges that Defendant may discover facts or law different from, or in addition to, the facts or law that Defendant now knows or believes to be true but agrees, nonetheless, that Defendant's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Defendant's discovery of them. Within 14 days of the signing of this Agreement, Defendant will dismiss with prejudice the Cross-Complaint filed in this Action against Plaintiff.

- (a) Defendant's Waiver of Rights Under Civil Code Section 1542. For purposes of Defendant's Release, Defendant 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.

- 6.3. 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.

6.4. 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. The Gross Settlement Amount is based on Defendant’s claim of financial hardship as well as Defendant’s estimate that the Class Members worked a total of 18,978 Workweeks during the Class Period. 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. 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 shall verify the represented 18,978 Workweeks for the Class during the Class Period and confirm Defendant’s claim of hardship prior to the filing of preliminary approval.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(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, Plaintiff 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, which ever 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 provide 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 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (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. If the actual number of Class Members exceeds 351 and/or the Workweeks worked by Class Members during the Class Period ultimately increase by more than 10% (i.e., if the Workweeks exceed 20,877) Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 20,877, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by Class Members above 20,877 (i.e., if there was an 11% increase in the number of Workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%.)
- 10. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, 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, Plaintiff 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"). Plaintiff 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 reflected 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 Plaintiff 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 Plaintiff reserves 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. Plaintiff, 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. Plaintiff, 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 Plaintiff 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 Plaintiff, 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, Plaintiff 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:

Jeffrey P. Michalowski
Quarles & Brady LLP

101 West Broadway, Ninth Floor
San Diego, CA 92101-8285
Tel.: (619) 237-5200
Fax: (619) 615-0700
E-Mail: jeff.michalowski@quarles.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 July 19, 2023 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.

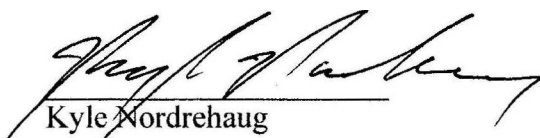
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: May 2, 2024 
Francis Coquillet (May 2, 2024 10:57 PDT)
Plaintiff Francis Coquillet

Dated: _____

[name]
For Defendant Location Services, Inc.

Dated: 5/2/24 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

101 West Broadway, Ninth Floor
San Diego, CA 92101-8285
Tel.: (619) 237-5200
Fax: (619) 615-0700
E-Mail: jeff.michalowski@quarles.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.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Francis Coquillet

Dated: 04/29/2024

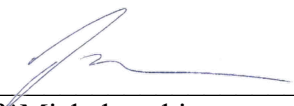
D. Patel

Dimple Patel, CFO [name]
For Defendant Location Services, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 05/07/2024



Jeff Michalowski
Quarles & Brady LLP
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Coquillet v. Location Services, Inc., Superior Court of the State of California,
County of San Diego, Case No. 37-2022-00019868-CU-OE-CTL***

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

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

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendant Location Services, Inc. (“Defendant”) for alleged wage and hour violations. The Action is brought by Plaintiff Francis Coquillet (“Plaintiff”) and seeks payment of (1) wages and other relief for a Class of all individuals who are or previously were employed by Defendant in the State of California on a non-exempt basis at any time during the Class Period (March 25, 2018 through November 25, 2023) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (July 13, 2021 through November 25, 2023) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ _____>> (less withholding) and your share of the PAGA Penalties (“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 no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked << _____>> Pay Periods during the Class Period and you worked << _____>> PAGA Pay Periods.** If you believe that you worked more 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 Plaintiff and Plaintiff’s

attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two 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 (if any) against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	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. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Class Settlement. 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 your 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 Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2024 at _____ a.m., at the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101, in Department 69 before Judge Katherine Bacal. 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 virtual 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 Pay Periods / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many PAGA Pay Periods you worked during the PAGA Period, respectively. The number of Pay Periods during the Class Period 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, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

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 San Diego (the “Court”), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who are or previously were employed by Defendant in the State of California on a non-exempt basis at any time during the Class Period (March 25, 2018 through November 25, 2023).

2. What is this class action lawsuit about?

On May 25, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego, Case No. 37-2022-00019868-CU-OE-CTL (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick wages. On July 13, 2022, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Sacramento, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq., Case No. 34-2022-00323325 (the “PAGA Action”).

On December 18, 2023, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, which alleges an additional individual claim for wrongful termination and consolidated the claims alleged in this Action and the separately filed PAGA Action. The First Amended Consolidated Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Defendant denies that it has done anything wrong and disputes all the claims in the Action. For example, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendant complied with California wage statement and record requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could have been sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to fund the

settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation 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 in 36 monthly installments with first payment starting _____. The Administrator will mail checks for all settlement payments in three pro-rata distributions, with the first payment of one-third payable fifteen (15) days after the 12th payment by Defendant, the second payment of one-third payable fifteen (15) days after the 24th payment by Defendant and the third and final payment of one-third payable fifteen (15) days after the 36th payment by Defendant.

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, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$18,580, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- Attorneys’ Fees and Costs. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$133,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$18,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff 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 Payment. Class Representative Service Payment in an amount not more than \$12,500 to the named Plaintiff as service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$10,000 relating to Plaintiff’s claim under PAGA, 75% (\$7,500) of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% (\$2,500) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees

during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The PAGA Period is July 13, 2021 through November 25, 2023.

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 Payment, 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 \$207,587. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member 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. "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 worked as explained below.

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

Tax Matters. Twenty-Five Percent (25%) 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. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties 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. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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 monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, 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. "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on facts stated in the Operative Complaint which occurred during the Class Period. 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.

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. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, 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. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties collectively mean: 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?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (March 25, 2018 through November 25, 2023).

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 during the PAGA Period (July 13, 2021 through November 25, 2023). 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 _____ [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 _____ [60 days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, 2024 at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed in three annual pro-rata distributions as explained above. If there are objections or appeals, resolving them can take time and delay the settlement, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will 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 Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than _____ [60 days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [60 days after the date of the mailing of the Class Notice or 74

days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Coquillette v. Location Services* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Coquillette v. Location Services, Inc.*, Case No. 37-2022-00019868-CU-OE-CTL. 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. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, 2024, Class Counsel and Plaintiff 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 Plaintiff is requesting as a Class Representative Service Payment. 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 *Coquillette v. Location Services* or on the Court's website via the Register of Actions page for the California Superior Court for the County of San Diego (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00019868.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [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 dispute to _____ or email to _____. 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, *Coquillette v. Location Services, Inc.*, Case No. 37-2022-00019868-CU-OE-CTL, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. If you do wish to appear at the hearing, check the Court's website for the most current information concerning appearances and procedures at the Court -

<https://www.sdcourt.ca.gov/virtualhearings>. You may also have the option to appear at the hearing by audio or video. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. 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:

Jeffrey P. Michalowski
Quarles & Brady LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 9:30 a.m. (Pacific Standard Time) on _____, 2024, in Department 69 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, California 92101, before Judge Katherine Bacal. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiff. 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. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.sdcourt.ca.gov/virtualhearings>.

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 *Coquillet v. Location Services*. In addition, hearing dates are posted on the Internet via the Register of Actions page for the California Superior Court for the County of San Diego

(<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00019868.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Coquillette v. Location Services* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Coquillette v. Location Services*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the San Diego County Superior Court (<https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>) and entering the Case No. 37-2022-00019868. If you wish to view the Court files in person, you must go to the Clerk's Office at the Hall of Justice, 330 West Broadway, San Diego, CA 92101.

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 event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

FRANCIS COQUILLETTE, an individual, on
behalf of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiffs,

vs.

LOCATION SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2022-00019868-CU-OE-CTL**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Katherine Bacal
Dept.: 69

Date Action Filed: May 25, 2022
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable Katherine Bacal of the Superior Court of
2 the State of California, in and for the County San Diego, on _____[DATE], for the motion
3 by Plaintiff Francis Coquillette (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Location Services, Inc. (“Defendant”). The Court, having considered the briefs,
5 argument of counsel and all matters presented to the Court and good cause appearing, hereby
6 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7
8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Four Hundred Thousand Dollars (\$400,000). It
18 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
19 and reasonable as to all potential Class Members when balanced against the probable outcome of
20 further litigation and the significant risks relating to certification, liability and damages issues. It
21 further appears that investigation and research have been conducted such that counsel for the
22 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
23 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
24 the delay and risks that would be presented by the further prosecution of the Action. It further
25 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
26 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,

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

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$18,000, and
5 proposed Class Representative Service Payment to the Plaintiffs in an amount not to exceed
6 \$12,500. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing.

8 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
9 certification of a class for settlement purposes only. This stipulation will not be deemed
10 admissible in this or any other proceeding should this Settlement not become final. For settlement
11 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
12 previously were employed by Defendant in the State of California on a non-exempt basis at any
13 time during the Class Period (March 25, 2018 through November 25, 2023)."

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

24 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
25 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
26 and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
27 the Class.

1 8. The Court hereby approves, as to form and content, the Court Approved Notice of
2 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”)
3 attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
6 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints Apex Class Action as Administrator. No later than
13 fifteen (15) days after preliminary approval of the Settlement by the Court, Defendant shall
14 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
15 will perform address updates and verifications as necessary prior to the mailing of the Class
16 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
17 receiving the Class Data, the Administrator will mail the Class Notice Packets to all Class
18 Members via first-class U.S. Mail. Before mailing Class Notices, the Administrator shall update
19 Class Member addresses using the National Change of Address database.

20 10. The Court hereby preliminarily approves the proposed procedure for exclusion
21 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
22 from the Class as provided in the Class Notice by following the instructions for requesting
23 exclusion from the Class that are set forth in the Class Notice. All Requests for Exclusion must be
24 postmarked by no later than the Response Deadline, which is sixty (60) calendar days after the
25 date of the mailing of the Class Notice and be received by the Administrator. If the Class Notice
26 Packet is re-mailed, the Response Deadline will be extended an additional 14 days. Any such
27 person who chooses to opt out of and be excluded from the Class will not be entitled to any
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1 recovery under the Settlement and will not be bound by the class portion of the Settlement or have
2 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
3 shall be bound by all determinations of the Court, the Agreement and the Judgment. A Request
4 for Exclusion may only opt out that particular individual, and any attempt to effect an opt out of a
5 group, class, or subclass of individuals is not permitted and will be deemed invalid. Subject to the
6 Court's final approval of the Settlement, the Aggrieved Employees will be paid their allocation of
7 the PAGA Penalties and will remain bound by the release of the Released PAGA Claims.

8 11. Any Class Member who has not opted out ("Participating Class Member") may
9 appear at the final approval hearing and may object or express the Member's views regarding the
10 Settlement and may present evidence and file briefs or other papers that may be proper and
11 relevant to the issues to be heard and determined by the Court as provided in the Notice.
12 Participating Class Members will have until the Response Deadline, which is sixty (60) calendar
13 days from the date of the mailing of the Class Notices, to submit their written objections to the
14 Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet
15 is re-mailed, the Response Deadline for written objections will be extended an additional 14 days.
16 Alternatively, Participating Class Members may appear at the Final Approval Hearing to make an
17 oral objection.

18 12. A Final Approval Hearing shall be held before this Court on _____
19 _____, at ____ in Department 69 at the San Diego County Superior Court to determine
20 all necessary matters concerning the Settlement, including: whether the proposed settlement of the
21 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
22 and should be finally approved by the Court; whether the Final Approval Order and Judgment
23 should be entered herein; whether the plan of allocation contained in the Agreement should be
24 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
25 fees and costs, the service awards, and the expenses of the Administrator. All papers in support of
26 the motion for final approval and for attorneys' fees, costs and service award, to be heard at the
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1 Final Approval Hearing, shall be filed with the Court and served on all counsel no later than
2 sixteen (16) court days before the hearing.

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

15 14. In the event the Settlement does not become effective in accordance with the terms
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement,
19 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
20 including all available defenses and affirmative defenses, and arguments that any claim in the
21 Action could not be certified as a class action and/or managed as a representative action. In such
22 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
23 referred to in litigation for any purpose.

24 15. The Court reserves the right to adjourn or continue the date of the final approval
25 hearing and all dates provided for in the Agreement without further notice to Class Members and
26 retains jurisdiction to consider all further applications arising out of or connected with the
27 proposed Settlement.

1 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
2 further orders of the Court at the Final Approval Hearing.

3 **IT IS SO ORDERED.**

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5 Dated: _____

6 HON. KATHERINE BACAL
7 JUDGE, SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

FRANCIS COQUILLETTE, an individual, on
behalf of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

LOCATION SERVICES, LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **37-2022-00019868-CU-OE-CTL**

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

Hearing Date:
Hearing Time:

Judge: Hon. Katherine Bacal
Dept.: 69

Date Action Filed: May 25, 2022
Trial Date: Not set

1 The motion of Plaintiff Francis Coquillette (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Location Services,
3 Inc. (“Defendant”) and for an award of attorneys’ fees and costs, service payments, and the fees of
4 the Administrator duly came on for hearing on _____ before the Honorable Katherine
5 Bacal.

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 California Superior Court for the County of San Diego, and over all Parties to this litigation,
13 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 Four Hundred Thousand
16 Dollars (\$400,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, the significant risks relating to certification, liability, and damages issues, and the
21 assistance of an experienced mediator in the settlement process, among other factors, support the
22 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
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 Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 option under the circumstances and was reasonably calculated to communicate actual notice of the
5 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
6 fully and accurately informed the Class Members of all material elements of the proposed
7 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
8 Settlement; constituted valid, due, and sufficient notice to all Class Members; and complied fully
9 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 of the Class or submitting written objections
13 to the Settlement was _____, which was extended by 14 days for re-mailed Class
14 Notices. There was an adequate interval between mailing of the Class Notice and the response
15 deadline to permit Class Members to choose what to do and act on their decision. A full
16 opportunity has been afforded to the Participating Class Members to participate in this hearing,
17 and all Participating Class Members and other persons wishing to be heard have been heard. Class
18 Members also have had a full and fair opportunity to exclude themselves from the proposed
19 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
20 timely and properly submit a request for exclusion are bound by the Settlement and this Final
21 Approval Order and Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an all-day mediation before Jeff Krivis, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

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

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

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

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

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

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

18 **Attorneys' Fees and Costs**

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
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1 of the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
10 light of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
13 of \$10,000, which shall be allocated with 75% (\$7,500) allocated to the LWDA PAGA Payment
14 and 25% (\$2,500) allocated to the Individual PAGA Payments to be distributed to the Aggrieved
15 Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the
16 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number
17 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
18 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved
19 Employees are all individuals who were employed by Defendant in California and classified as a
20 non-exempt employee at any time during the PAGA Period (July 13, 2021 through November 25,
21 2023). The Court finds the PAGA Penalties to be reasonable. All Aggrieved Employees will be
22 sent their share of the PAGA Penalties and will be subject to the release of the Released PAGA
23 Claims as set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendant in the State of
4 California on a non-exempt basis at any time during the Class Period (March 25,
2018 through November 25, 2023).

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

8 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
10 necessary to pay payroll taxes thereon in 36 monthly installments with the first payment starting
11 _____, 2024

12 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
13 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
14 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

15 5. The payment of the Class Representative Service Payment in the amount of
16 \$_____ to the Plaintiff is approved.

17 6. The payment of \$_____ to the Administrator for their fees and expenses
18 is approved.

19 7. The PAGA Penalties in the amount of \$10,000 are approved and shall be allocated
20 in accordance with the Agreement.

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

8 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
9 Parties by Class Counsel on behalf of Plaintiff 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. Plaintiff shall serve this Final Approval Order and Judgment on the
13 LWDA.

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

21
22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

25 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
26 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 5. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendant, Participating Class Members, on behalf of themselves and their respective former and
10 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
11 Released Parties from the Released Class Claims. "Released Class Claims" are all claims that
12 were alleged, or reasonably could have been alleged, based on facts stated in the Operative
13 Complaint which occurred during the Class Period. Except as expressly set forth in this
14 Agreement, Participating Class Members do not release any other claims, including claims for
15 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
16 unemployment insurance, disability, social security, workers' compensation, or claims based on
17 facts occurring outside the Class Period.

18 6. As of the Effective Date and upon full funding of the Gross Settlement Amount by
19 Defendant, Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves
20 and their respective former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released
22 PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have
23 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice], which
24 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
25 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
26 unemployment insurance, disability, social security and worker's compensation, and claims
27 outside of the PAGA Period.

1 7. As of the Effective Date and upon full funding of the Gross Settlement Amount by
2 Defendant, Plaintiff generally releases and discharges the Defendant and the Released Parties from
3 the Plaintiff's Release as set forth fully in the Agreement.

4 8. As of the Effective Date and upon full funding of the Gross Settlement Amount by
5 Defendant, Defendant and its respective former and present representatives, agents, attorneys,
6 heirs, administrators, successors, and assigns generally, release and discharge Plaintiff from the
7 Defendant's Release as set forth fully in the Agreement.

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

9
10 Dated: _____

11 _____
12 HON. KATHERINE BACAL
13 JUDGE, 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

DECEMBER 19, 2024

FRANCIS COQUILLETTE

RE: LOCATION SERVICES
FILE NUMBER: CA2533.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/15/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE TO DISCUSS STATUS AND CLAIMS WITH PLAINTIFF.	3.90	850	3,315.00
10/21/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING DFEH AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE OFF THE CLOCK WORK ASTKS. CALL WITH PLAINTIFF TO DISCUSS FACTS.	3.90	850	3,315.00
11/15/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. ANALYZE MEAL AND REST BREAK CLAIMS. OBTAIN BACKGROUND FACTS FROM PLAINTIFF FOR COMPLAINT.	4.50	850	3,825.00
11/29/21	ND	REVIEW FACTS AND CLAIMS. DRAFT COMPLAINT.	4.60	850	3,910.00
12/14/21	ND	DRAFT COMPLAINT. STATUS UPDATE TO PLAINTIFF.	4.10	850	3,485.00
12/27/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL VIA	1.50	850	1,275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		EMAIL. CALL WITH PLAINTIFF TO DISCUSS REVISIONS AND ADDITIONS TO THE COMPLAINT.			
01/11/22	ND	REVIEW COMPLAINT PER PLAINTIFF'S REQUESTS. LEGAL RESEARCH UNDER CAL. LAB. CODE SECTION 970. ADD 970 CLAIMS TO COMPLAINT AND RESEND FOR APPROVAL TO FILE.	2.90	850	2,465.00
01/12/22	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	2.10	850	1,785.00
01/14/22	ND	REVIEW PAGA CLAIMS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	2.10	850	1,785.00
01/17/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.40	450	1,080.00
02/03/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE ND	2.40	450	1,080.00
05/03/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
05/12/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
05/23/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.60	675	405.00
05/23/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	2.50	675	1,687.50
05/25/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT; FORWARD DRAFT TO ND	2.75	675	1,856.25
05/25/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.25	675	2,868.75
05/25/22	RE	DRAFT SUMMONS & CIVIL CASE COVER SHEET RE CLASS ACTION	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/25/22	RE	REVIEW CLASS ACTION COMPLAINT PACKAGE; CONFER W ND; FILE IN SD SUP. CT.	0.60	675	405.00
05/25/22	ND	REVIEW PAGA NOTICE AND LWDA WEBSITE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	2.10	850	1,785.00
05/26/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
06/08/22	ND	REVIEW LATE PAYMENT OF WAGE CLAIMS UNDER CAL. LAB. CODE SECTION 204. ANALYZE PAY STATEMENTS. RESEARCH PREVIOUS SETTLEMENTS AND CASE LAW REGARDING THE SAME. CALL WITH PLAINTIFF TO DISCUSS.	2.90	850	2,465.00
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		34.60 hr @ 850.00	\$	29,410.00	
RICO EHMANN		11.70 hr @ 675.00	\$	7,897.50	
SCOTT BLUMENTHAL		10.00 hr @ 450.00	\$	4,500.00	
TOTAL PROFESSIONAL SERVICES			56.30		<u>\$ 41,807.50</u>
COSTS ADVANCED					
01/14/22	PAGA FILING FEE				<u>75.00</u>
TOTAL COSTS ADVANCED					<u>\$ 75.00</u>
TOTAL CURRENT CHARGES					<u>\$ 41,882.50</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 12/19/2024
Due On: 01/18/2025

Francis Coquillette
2364 Vancouver Avenue
San Diego, CA 92104

CA2533

Location Services, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	07/12/2022	Research company information re venue issues; edit paga only complaint; finalize draft complaint; confer w ND re venue	0.50	\$675.00	\$337.50
Service	07/12/2022	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	07/13/2022	Review & finalize paga only complaint package; file in Sac. Sup. Ct.	0.75	\$675.00	\$506.25
Service	07/18/2022	Prepare initial documents for service of process; identify registered agent; send out for service via knox re class case	0.70	\$675.00	\$472.50
Service	07/20/2022	Review court-returned documents; review docket; review Notice of CMC; memo to firm re judicial/ department assignment and status of initial CMC re paga action	0.50	\$675.00	\$337.50
Service	07/20/2022	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	07/25/2022	File Proof of Service of Summons re class case; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	08/29/2022	Email from/to J. Michalowski re: meet and confer re: stipulation to extend responsive pleadings deadline and electronic service.	0.30	\$750.00	\$225.00
Service	08/30/2022	Email from/to J. Michalowski re: electronic service	0.20	\$750.00	\$150.00

		agreement and conference call to discuss case.			
Service	08/30/2022	Receipt and review joint application to extend time to file responsive pleading; Discuss with Rico method of service to comport with recitals.	0.40	\$750.00	\$300.00
Service	08/31/2022	Review and revise Joint Application to Extend Deadline to File Responsive Pleading; Review proof of service of summons; Email to Rico to discuss service as represented by defendant; Email to J. Michalowski re: Joint Application.	0.50	\$750.00	\$375.00
Service	09/01/2022	Review and analyze complaint and case notes in preparation for written discovery.	0.40	\$750.00	\$300.00
Service	09/01/2022	Conference call with J. Michalowski re: analysis of the case and fact re: defendant's evaluation.	0.50	\$750.00	\$375.00
Service	09/02/2022	[Class] Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant.	4.60	\$750.00	\$3,450.00
Service	09/02/2022	[Class] Revise and finalize Belaire-West draft and Protective Order.	0.70	\$750.00	\$525.00
Service	09/07/2022	Review file; email to C Levu re service of process/ PAGA only complaint; status of serving via NAR	0.30	\$675.00	\$202.50
Service	09/08/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re paga action	0.70	\$675.00	\$472.50
Service	09/12/2022	Email from S. Vanderporten re: letter re: settlement; Receipt and review Defendant's letter regarding liability and class certification.	0.40	\$750.00	\$300.00
Service	09/12/2022	File POS of summons re PAGA action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	09/19/2022	Email from J. Michalowski re: letter re individual exposure .	0.20	\$750.00	\$150.00
Service	09/22/2022	Conference call with J. Michalowski re: mediation, class size and extension to discovery and motion to compel; Email to J. Michalowski re: same.	0.80	\$750.00	\$600.00
Service	09/22/2022	Email to/from J. Michalowski re: revisions to service list and trigger date for motion to compel.	0.20	\$750.00	\$150.00
Service	09/26/2022	Email from J. Michalowski re: mediators and mediation dates.	0.30	\$750.00	\$225.00
Service	10/04/2022	Email from S. Vanderporten re: request for class number.	0.30	\$750.00	\$225.00
Service	10/06/2022	Email from J. Michalowski re: total number of class members and mediation.	0.30	\$750.00	\$225.00

Service	10/07/2022	Review file and docket for status; draft correspondence regarding CMC.	0.40	\$550.00	\$220.00
Service	10/11/2022	Review and outline file for status in advance of drafting case management statement.	0.60	\$550.00	\$330.00
Service	10/11/2022	Draft case management statement and update POS.	0.80	\$550.00	\$440.00
Service	10/12/2022	Revise case management statement pursuant to mediation discussions.	0.40	\$550.00	\$220.00
Service	10/12/2022	Review and outline client file documents in advance of mediation.	1.40	\$550.00	\$770.00
Service	10/13/2022	[Class] Receipt and review Notice of Related Case.	0.20	\$750.00	\$150.00
Service	10/13/2022	[PAGA] Receipt and review Notice of Related Case.	0.20	\$750.00	\$150.00
Service	10/13/2022	[PAGA] Receipt and review Notice of Related Case.	0.20	\$750.00	\$150.00
Service	10/13/2022	Revise, finalize, file and serve case management statement; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	10/13/2022	Receive and review notices of related case; draft follow up correspondence regarding opposition.	0.60	\$550.00	\$330.00
Service	10/18/2022	Review and analyze stipulation to extend date for responsive pleading.	0.30	\$750.00	\$225.00
Service	10/18/2022	Receive and review stipulation and order; revise and return for filing.	0.80	\$550.00	\$440.00
Service	10/18/2022	Receipt and review filed stipulation for extension to file responsive pleading.	0.20	\$750.00	\$150.00
Service	10/24/2022	Email from K. Hambly re: stipulation and continuance of CMC.	0.30	\$750.00	\$225.00
Service	10/24/2022	Review docket for status of stipulation; correspondence with opposing counsel regarding the same.	0.50	\$550.00	\$275.00
Service	10/24/2022	Review file for status of discovery; multiple correspondence with CTL regarding the same.	0.40	\$550.00	\$220.00
Service	10/25/2022	[PAGA] Review and finalize Ex Parte Application to Stay Pending Mediation.	0.40	\$750.00	\$300.00
Service	10/25/2022	[CLASS] Review and finalize Ex Parte Application to Stay Pending Mediation.	0.40	\$750.00	\$300.00
Service	10/25/2022	Email from/to J. Michalowski re: Ex Parte Application to Stay Pending Mediation.	0.30	\$750.00	\$225.00
Service	10/25/2022	Review and outline PAGA file for claims; draft written discovery requests, notice of deposition, Belaire-West notice, and protective order.	1.80	\$550.00	\$990.00

Service	10/25/2022	Receive and review draft stipulations to stay action; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	10/25/2022	Review docket and orders for status of CMC in Class and PAGA actions; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	10/26/2022	Receive and review ex parte application in Class and PAGA actions; draft follow up correspondence with CTL.	0.70	\$550.00	\$385.00
Service	10/27/2022	Review client file documents; draft follow up correspondence with AC.	0.60	\$550.00	\$330.00
Service	10/28/2022	[PAGA] Telephone call to J. Michalowski re: ex parte re: stay; Email to J. Michalowski re: same; Review docket and papers.	0.40	\$750.00	\$300.00
Service	10/28/2022	Teleconference with CTL regarding ex parte hearing; review docket and draft summary correspondence regarding filing.	0.40	\$550.00	\$220.00
Service	10/31/2022	Review docket for status of ex parte hearing; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	11/01/2022	Finalize notice of remote appearance.	0.20	\$750.00	\$150.00
Service	11/02/2022	Review docket for status of ex parte; review and outline pleadings; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/03/2022	Revise and finalize Joint Ex Parte to Stay the Case Pending Mediation.	0.60	\$750.00	\$450.00
Service	11/03/2022	Retrieve and review order regarding ex parte; draft and circulate summary.	0.60	\$550.00	\$330.00
Service	11/07/2022	Draft Notice of Rescheduling Hearing of CMC.	0.20	\$750.00	\$150.00
Service	11/09/2022	Review and annotate documents in file; create exhibit book.	1.50	\$550.00	\$825.00
Service	11/10/2022	Email from K. Hambly re: ex parte rejection and joint stipulation to stay pending mediation.	0.20	\$750.00	\$150.00
Service	11/10/2022	Review and outline pleadings; draft mediation data request; submit to AB for review.	1.50	\$550.00	\$825.00
Service	11/11/2022	Revise Joint Stipulation Pending Mediation.	0.60	\$750.00	\$450.00
Service	11/15/2022	Revise, finalize, and serve mediation data request.	0.50	\$550.00	\$275.00
Service	06/05/2023	Review file and documents for status of mediation data; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
Service	06/05/2023	Update matrix regarding mediation data.	0.80	\$550.00	\$440.00
Service	06/05/2023	Review and outline client file documents; update mediation summary.	1.00	\$550.00	\$550.00

Service	06/20/2023	Receive and review mediation data; update exhibit book; update mediation matrix.	1.60	\$550.00	\$880.00
Service	06/22/2023	Review file and documents and confirm bates strmaps OK	0.30	\$250.00	\$75.00
Service	06/23/2023	Follow up correspondence regarding mediation data; update matrix.	0.50	\$550.00	\$275.00
Service	06/23/2023	Email from S. Vanderporten re: mediation document production.	0.30	\$750.00	\$225.00
Service	06/25/2023	Review and analyze data produced for mediation purposes. Analyze all discovery to date and court docket. Legal research regarding minimum wage and rest break class certification issues. Prepare for mediation. Conference with Plaintiff to discuss status and process of mediation.	5.80	\$850.00	\$4,930.00
Service	06/27/2023	Multiple follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	06/27/2023	Review and outline additional documents; update mediation matrix and exhibit book.	1.30	\$550.00	\$715.00
Service	06/28/2023	Multiple follow up correspondence with opposing counsel regarding mediation data; teleconference with RH regarding the same.	0.30	\$550.00	\$165.00
Service	06/28/2023	Correspondence from Steven Vanderporten re status of production of time and pay records in relation to mediation.	0.20	\$675.00	\$135.00
Service	06/29/2023	Review all pay stub exemplars for 226(a) violations. Analyze time punches for off the clock and meal break claims. Legal research regarding the same. Call with Plaintiff.	3.90	\$850.00	\$3,315.00
Service	06/30/2023	Correspondence with Kevin Hambly and Steven Vanderporten re Defendant's production of time and pay records for mediation.	0.30	\$675.00	\$202.50
Service	07/02/2023	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation.	2.40	\$850.00	\$2,040.00
Service	07/05/2023	Receive and review additional data; multiple correspondence with AB regarding the same.	0.80	\$550.00	\$440.00
Service	07/05/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	07/06/2023	Follow up correspondence with opposing counsel regarding payroll data.	0.30	\$550.00	\$165.00
Service	07/06/2023	Review facts and law. Draft mediation brief.	6.90	\$850.00	\$5,865.00
Service	07/07/2023	Receive and review additional mediation data; draft	0.30	\$550.00	\$165.00

		follow up correspondence and summary for expert.			
Service	07/07/2023	Receive and review payroll data; multiple follow up correspondence regarding the same.	0.60	\$550.00	\$330.00
Service	07/07/2023	Review docs, analyze re settlement issues. Advise AJ	1.50	\$995.00	\$1,492.50
Service	07/10/2023	Correspondence from Matthew Connelly regarding handling of parties' respective mediation briefs.	0.20	\$675.00	\$135.00
Service	07/10/2023	Multiple correspondence with opposing counsel regarding mediation; update mediation folder with additional documents; review and update spreadsheet.	1.50	\$550.00	\$825.00
Service	07/10/2023	Correspondence from Steven Vanderporten re proposed mutual exchange of mediation statements.	0.10	\$675.00	\$67.50
Service	07/11/2023	Multiple correspondence with opposing counsel regarding mediation data and exchange of briefs.	0.30	\$550.00	\$165.00
Service	07/11/2023	Review and outline additional documents; draft summary; update exhibit book.	1.40	\$550.00	\$770.00
Service	07/11/2023	Correspondence from Matthew Connelly and Jeffrey Krivis re exchange and submission of mediation statements.	0.10	\$675.00	\$67.50
Service	07/11/2023	Bates stamp docs produced by defendant for mediation	1.00	\$250.00	\$250.00
Service	07/11/2023	Review and analyze mediation briefs and compile exhibits thereto. Analyze Section 970 claims and determine extent of Plaintiff's individual damages. Prepare for mediation.	3.30	\$850.00	\$2,805.00
Service	07/12/2023	Receive and review expert report; update mediation matrix.	0.50	\$550.00	\$275.00
Service	07/14/2023	Email from M. Connelly re: exchange of mediation statements.	0.20	\$750.00	\$150.00
Service	07/14/2023	Correspondence from Matt Connelly re Defendant's Mediation Statement and renewed proposal for mutual exchange of statements.	0.20	\$675.00	\$135.00
Service	07/14/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/17/2023	Review docs re mediation issues. Advise AJ.	2.00	\$995.00	\$1,990.00
Service	07/17/2023	Calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/18/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00

Service	07/19/2023	Text AJ re mediation	0.10	\$250.00	\$25.00
Service	07/19/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	07/25/2023	Review file for status of mediation; teleconference regarding the same.	0.50	\$550.00	\$275.00
Service	08/04/2023	Cursory review of notes and other file materials relating to mediation, for purpose of determining plan regarding issuance of discovery.	0.20	\$675.00	\$135.00
Service	08/07/2023	Multiple correspondence with AB regarding status; draft case management statement.	1.50	\$550.00	\$825.00
Service	08/10/2023	Revise, finalize, file and serve case management statement.	0.60	\$550.00	\$330.00
Service	08/10/2023	Email from K. Hambly re: request for extension to respond to discovery.	0.20	\$750.00	\$150.00
Service	08/10/2023	Receipt and review Defendant's Case Management Statement; Email from A. Arnold re: same.	0.30	\$750.00	\$225.00
Service	08/10/2023	Correspondence from Kevin Hambly re deadline for Defendant's discovery responses.	0.10	\$675.00	\$67.50
Service	08/11/2023	Receipt and review of Defendant's Case Management Statement.	0.20	\$675.00	\$135.00
Service	08/14/2023	Email from K. Hambly re: extension to respond to discovery.	0.20	\$750.00	\$150.00
Service	08/15/2023	Correspondence with Kevin Hambly re Defendant's responses to Plaintiff's first set of discovery, including examination of relevant file materials to assess Defendant's proposal re same.	0.30	\$675.00	\$202.50
Service	08/16/2023	Further correspondence with Kevin Hambly re Defendant's responses to Plaintiff's first set of discovery, including examination of underlying discovery, stipulation, and relevant correspondence.	0.30	\$675.00	\$202.50
Service	08/18/2023	Verify time of hearing, ask CJ to adjust from 9:30 to 9 am, get remote appearance info for RH	0.30	\$250.00	\$75.00
Service	08/18/2023	Receipt and review Cross-Complaint.	0.40	\$750.00	\$300.00
Service	08/18/2023	Review and analyze Answer to complaint and Notice of Change of Law Firm.	0.30	\$750.00	\$225.00
Service	08/18/2023	Receipt, review, and analysis of Defendant's Cross-Complaint against Plaintiff.	0.30	\$675.00	\$202.50
Service	08/18/2023	Receipt, review, and analysis of Defendant's Answer to Complaint and Notice of Change of Law Firm Affiliation.	0.20	\$675.00	\$135.00
Service	08/21/2023	Receive and review cross-complaint; multiple	0.80	\$550.00	\$440.00

		correspondence regarding the same.			
Service	08/24/2023	Preparation for pending Case Management Conference by comprehensive review of relevant file materials, including case management statements, pleadings, mediation documents, discovery, correspondences, and dockets in both class and related PAGA actions.	0.90	\$675.00	\$607.50
Service	08/24/2023	Receipt and review of Notice of Case Reassignment for PAGA action.	0.10	\$675.00	\$67.50
Service	08/25/2023	Preparation for and appearance for Case Management Conference; subsequent circulation of summary of same.	0.70	\$675.00	\$472.50
Service	08/25/2023	Multiple correspondence regarding mediator's proposal; review file for status of discovery; review rules of court and provide summary response to opposing counsel.	0.50	\$550.00	\$275.00
Service	08/28/2023	Class - Review status of case and CMC summary; Update AJ weekly re trial dates set	0.30	\$250.00	\$75.00
Service	09/05/2023	Review and analyze MOU in preparation for stipulation to leave to file FACC.	0.30	\$750.00	\$225.00
Service	09/11/2023	Run costs in Tussman and Clio	0.30	\$250.00	\$75.00
Service	09/11/2023	Draft stipulation to file FACC in Class Action to add PAGA COA	0.50	\$250.00	\$125.00
Service	09/25/2023	Review and analyze MOU terms and mediation notes. Send MOU for signature to Plaintiff. Conference with Plaintiff to discuss terms and installment payment.	1.40	\$850.00	\$1,190.00
Service	09/26/2023	Draft stipulation to file FACC to consolidate class and PAGA	0.50	\$250.00	\$125.00
Service	09/27/2023	Email to S. Vanderporten re: response to Cross-Complaint; Draft Stipulation to continue response to Cross-Complaint.	0.70	\$750.00	\$525.00
Service	09/28/2023	Email from S. Vanderporten re: meet and confer re: response to Cross-Complaint.	0.30	\$750.00	\$225.00
Service	10/02/2023	Monitor status of MOU, confirm executed, update file, review court's website, need to file notice of settlement (Class-San Diego, PAGA-Sacramento)	0.30	\$250.00	\$75.00
Service	10/24/2023	Review status of case, follow up re draft stip to file FACC in San Diego, email CTL/AGR re finalize stip and send to OPC for review	0.30	\$250.00	\$75.00
Service	10/25/2023	Draft Settlement Agreement.	1.30	\$750.00	\$975.00
Service	11/03/2023	Email to J. Michalowski re: confirmation of class	0.30	\$750.00	\$225.00

number and workweeks.					
Service	11/03/2023	Email to T. Rogers re: request for settlement administration and bid.	0.30	\$750.00	\$225.00
Service	11/05/2023	Draft Settlement Agreement.	3.80	\$750.00	\$2,850.00
Service	11/05/2023	Draft First Amended Consolidated Class and Representative Action Complaint.	1.40	\$750.00	\$1,050.00
Service	11/05/2023	Draft Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	0.50	\$750.00	\$375.00
Service	11/06/2023	Email to J. Michalowski re: FACC, Stipulation for Leave to file FACC and Settlement Agreement.	0.30	\$750.00	\$225.00
Service	11/10/2023	Email to J. Michalowski re: settlement agreement, stipulation for leave to file FACC.	0.30	\$750.00	\$225.00
Service	11/13/2023	Email from/to J. Michalowski re: meet and confer re: revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	11/14/2023	Email from/to J. Michalowski requesting rescheduling of conference all re settlement agreement.	0.20	\$750.00	\$150.00
Service	11/15/2023	Prepare for conference call with J. Michalowski re: meet and confer re; stipulation for leave to file FACC and installment payment revisions to long form settlement agreement; Conference call with J. Michalowski re: same; Email to J. Michalowski re: same.	0.50	\$750.00	\$375.00
Service	11/30/2023	Revise long form settlement agreement; Emails from/to J. Michalowski re: revisions to long form settlement agreement.	1.30	\$750.00	\$975.00
Service	11/30/2023	Revise stipulation to consolidation and for leave to file FACC.	0.30	\$750.00	\$225.00
Service	11/30/2023	Email to S. Hartranft re: estimate for administration.	0.20	\$750.00	\$150.00
Service	11/30/2023	Email to T. Rogers re: estimate for administration.	0.20	\$750.00	\$150.00
Service	11/30/2023	Email from T. Rogers re: ILYM revised bid for administration	0.20	\$750.00	\$150.00
Service	11/30/2023	Email from S. Hartranft re: revised estimate for administration from Apex	0.20	\$750.00	\$150.00
Service	12/07/2023	Email to S. Vanderporten re: meet and confer re: revisions to class action settlement agreement and individual settlement agreement.	0.30	\$750.00	\$225.00
Service	12/07/2023	Email to C. Dickey re: meet and confer re: revisions to class action settlement agreement and individual settlement agreement.	0.30	\$750.00	\$225.00

Service	12/08/2023	Finalize joint stip to consolidate and for leave to file FACC for service. Prepare POS. File via Onelegal. Email to OPC re joint stip to consolidate and leave. Add case to Courtlinks to receive alerts. Email to Court Docs.	0.60	\$250.00	\$150.00
Service	12/14/2023	Review Courtlinks alert. Retrieve order granting leave to file FACC. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
Service	12/14/2023	Receipt and review Order for Leave to file FACC; Finalize FACC.	0.40	\$750.00	\$300.00
Service	12/18/2023	Finalize FACC for service. Prepare POS and file via Onelegal. Email to OPC re FACC. Email to Courtdocs.	0.50	\$250.00	\$125.00
Service	12/20/2023	Revise to settlement agreement; Email to S. Vanderporten re: revisions to settlement agreement and FACC.	0.60	\$750.00	\$450.00
Service	12/20/2023	Email to V. Fisher re: revisions to settlement agreement.	0.20	\$750.00	\$150.00
Service	12/28/2023	Upload conformed FACC to the LWDA. Update file with conformed FACC.	0.20	\$250.00	\$50.00
Service	01/01/2024	Email from K. Nava re settlement administration report; review and analyze same.	0.30	\$750.00	\$225.00
Service	01/11/2024	Receipt and review Notice of department relocation	0.30	\$750.00	\$225.00
Service	01/17/2024	Telephone call S. Vanderporten re revisions to class action settlement agreement.	0.20	\$750.00	\$150.00
Service	01/17/2024	Email to S. Vanderporten re revisions to class action settlement agreement.	0.20	\$750.00	\$150.00
Service	01/23/2024	Email from/to S. Vanderporten re: meet and confer dial in re: settlement agreement.	0.20	\$750.00	\$150.00
Service	01/25/2024	Conference call with J. Michalowski and S. Vanterporten re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	01/25/2024	Emails to J. Michalowski and S. Vanterporten re: revisions to settlement agreement.	0.20	\$750.00	\$150.00
Service	01/25/2024	Prepare for telephone call with J. Michalowski and S. Vanterporten re: revisions to settlement agreement.	0.20	\$750.00	\$150.00
Service	01/29/2024	Email from/to S. Vanderporten re meet and confer re: revisions to settlement agreement.	0.20	\$750.00	\$150.00
Service	02/06/2024	Prepare POS re Notice of department relocation. Email to OPC re notice.	0.40	\$250.00	\$100.00
Service	02/19/2024	Receipt and review Notice of Department Relocation	0.20	\$750.00	\$150.00

Service	02/21/2024	Review docket for status; multiple correspondence regarding trial dates.	0.50	\$550.00	\$275.00
Service	03/13/2024	Email to S. Vanderporten re: revisions to Settlement Agreement; Revise Settlement Agreement.	1.30	\$750.00	\$975.00
Service	03/14/2024	Finalize Settlement Agreement; Email from/to J. Michalowski re: final PAGA workweeks and final Aggrieved Employee number.	0.70	\$750.00	\$525.00
Service	03/14/2024	Review and analyze settlement agreement terms and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Call to discuss and obtain signature.	1.30	\$850.00	\$1,105.00
Service	03/15/2024	Telephone call to calendar clerk re reserving hearing date for MPA.	0.20	\$250.00	\$50.00
Service	03/19/2024	Review Courtlinks alert re 8/23 hearing re MPA. Confirm date is calendared.	0.10	\$250.00	\$25.00
Service	03/21/2024	Review status; prepare signed agreement; review docket and case files; memo to staff re motion; work on motion preparation by reviewing documents	0.75	\$950.00	\$712.50
Service	03/22/2024	Draft exhibits to Agreement; emails to Defendant.	4.00	\$950.00	\$3,800.00
Service	03/22/2024	Review final agreement; draft approval outline; memo to file; review Admin estimate.	0.50	\$950.00	\$475.00
Service	04/11/2024	Review further revisions to agreement; cross-check with MOU; analyze issue of escalator; respond to Defendant; memo to CL	1.00	\$950.00	\$950.00
Service	04/30/2024	Review and Analyze: review and analyze MOU and settlement agreement; correspondence to Def; advise KN	0.80	\$750.00	\$600.00
Service	05/07/2024	Review file and ROA regarding trial date; draft multiple follow up correspondence.	0.40	\$550.00	\$220.00
Service	05/07/2024	Review and Analyze: review and analyze court's orders; review status of settlement and motion for preliminary approval; advise ASC and AR	0.60	\$750.00	\$450.00
Service	05/08/2024	Draft joint stip to vacate TRC and Trial dates; email to J. Michalowski for review and edits	1.00	\$450.00	\$450.00
Service	05/13/2024	Email to J. Michalowski re follow up on Joint Stipulation to Vacate Trial Dates	0.30	\$450.00	\$135.00
Service	05/14/2024	Finalize parties' Joint Stipulation to Vacate Trial Dates for service. Prepare POS. Add case to AS Onelegal and file stip. Email to OPC re stip. Email to Court Docs for circulation.	0.70	\$250.00	\$175.00
Service	05/14/2024	Review email from E. McCanna re executed stipulation to vacate trial dates; email to Y. Silva for	0.40	\$450.00	\$180.00

		filing			
Service	05/17/2024	Review court's website re status of stipulation to vacate trial dates; dates vacated but order not signed yet	0.40	\$450.00	\$180.00
Service	05/22/2024	Review Courtlinks alert re Stip and Order vacating the trial date. Retrieve order. Upload file with order. Review ROA, confirm trial date was removed. Email to Court Docs for circulation and to update the calendar.	0.30	\$250.00	\$75.00
Service	05/30/2024	Review emails and status; memo to Admin; review status of exhibits; emails Def	0.50	\$950.00	\$475.00
Service	06/20/2024	Review and revise exhibits for final; email to Defendant	1.00	\$950.00	\$950.00
Service	07/18/2024	Telephone call with F. Coquillette re: declaration in support of motion for preliminary approval.	0.70	\$750.00	\$525.00
Service	07/18/2024	Email to F. Coquillette re: declaration in support of motion for preliminary approval.	0.20	\$750.00	\$150.00
Service	07/18/2024	Draft declaration in support of motion for preliminary approval.	1.60	\$750.00	\$1,200.00
Service	07/18/2024	Review and Revise: review and revise declaration of Plaintiff in support of approval of settlement; review case notes and complaint; advise RE	0.80	\$750.00	\$600.00
Service	07/19/2024	Receipt and review revised and finalized Declaration of Coquielette in support of motion for preliminary approval.	0.20	\$750.00	\$150.00
Service	07/19/2024	Draft: draft declaration of plaintiff; review case notes and complaint; advise ASC	0.80	\$750.00	\$600.00
Service	07/23/2024	Receipt and review Notice of Settlement of Entire Case.	0.30	\$750.00	\$225.00
Service	07/23/2024	Receipt and review Request for Dismissal.	0.30	\$750.00	\$225.00
Service	07/24/2024	draft motion for preliminary approval; update proposed order; update approval outline; email Defendant; memo to Def re declaration; review status and prepare agreement with Exhibits	4.50	\$950.00	\$4,275.00
Service	08/01/2024	Draft declaration ISO motion; review and prepare exhibits for decl.	3.00	\$950.00	\$2,850.00
Service	08/01/2024	Review and Analyze: review and analyze settlement agreement; review case file and operative complaint; review MOU; advise KN	0.90	\$750.00	\$675.00
Service	08/01/2024	Discuss with Kyle re: individual settlement; review and analyze pleadings and MOU.	0.30	\$750.00	\$225.00

Service	08/01/2024	Review and revise motion for preliminary approval; work on client issue and facts; finalize motion; file and serve motion; serve LWDA.	2.75	\$950.00	\$2,612.50
Service	08/05/2024	Email from F. Coquilette re preliminary and final approval of settlement.	0.30	\$750.00	\$225.00
Service	08/14/2024	Review courtlinks alert re 8/12 Notice of Case Reassignment. Unable to retrieve. Review court docket, unavailable to download	0.30	\$250.00	\$75.00
Service	08/16/2024	Review status of case, Confirm 8/23 MPA hearing still on calendar	0.10	\$250.00	\$25.00
Service	08/22/2024	Receipt and review Notice of Hearing on Motion for Preliminary Approval.	0.20	\$750.00	\$150.00
Service	08/22/2024	Review docket and tentative ruling; revise class notice; review prop order; email Def; memo to staff	0.50	\$950.00	\$475.00
Service	08/29/2024	Review courtlinks alert re minute order re 8.23 MPA hearing. Purchase order and update file with minute order. Email to Court Docs for circulation	0.30	\$250.00	\$75.00
Service	10/07/2024	Email from M. Nava re: revised notice of settlement.	0.20	\$750.00	\$150.00
Service	10/07/2024	Email from M. Nava re: preliminary calculations for settlement.	0.20	\$750.00	\$150.00
Service	10/18/2024	Email from M. Nava re: administration timeline; review and analyze same.	0.30	\$750.00	\$225.00
Service	11/01/2024	Email from/to F. Coquilette re: class settlement notice and explanation of notice	0.30	\$750.00	\$225.00
Service	11/11/2024	Receipt and review settlement report; Email from K. Nava re: settlement report.	0.20	\$750.00	\$150.00
Service	11/22/2024	Receipt and review Administration Settlement Report; Email from K. Nava re: same.	0.30	\$750.00	\$225.00
Service	12/02/2024	Review and analyze settlement administration report; Email from K. Nava re: same.	0.30	\$750.00	\$225.00
Service	12/03/2024	Review and analyze fees and costs in preparation for final approval motion.	0.30	\$750.00	\$225.00
Service	12/03/2024	Receipt and review administration of settlement report; Email from M. Nava re: same.	0.30	\$750.00	\$225.00
Service	12/03/2024	Review status and orders; review issue raised by CL; advise CL	0.50	\$950.00	\$475.00
Service	12/03/2024	Email to K. Nava requesting Administrator Declaration in preparation for Motion for Final Approval.	0.30	\$750.00	\$225.00
Service	12/04/2024	Review emails and schedule; provide instructions for	0.50	\$950.00	\$475.00

motion to CL					
Service	12/05/2024	Draft Notice of Motion in Support of Motion for Final Approval of Class Action Settlement.	1.10	\$750.00	\$825.00
Service	12/05/2024	Draft Memorandum of Points and Authorities in support of Motion for Final Approval of Class Action Settlement.	3.20	\$750.00	\$2,400.00
Service	12/05/2024	Email from/to M. Nava confirming declaration of current figures for motion for final approval.	0.20	\$750.00	\$150.00
Service	12/05/2024	Review and revise draft of motion for final approval; review documents and Admin figures; memo to CL; memo to staff; email Defendant with draft of Motion.	2.50	\$950.00	\$2,375.00
Service	12/06/2024	Review and analyze settlement administration report; Email from K. Nava re: same.	0.30	\$750.00	\$225.00
Service	12/09/2024	Email to K. Nava re declaration of administrator.	0.30	\$750.00	\$225.00
Service	12/09/2024	Email M. Nava re: Administrator's declaration re final approval; Email from/to M. Nava finalizing same.	0.50	\$750.00	\$375.00
Service	12/09/2024	Email to M. Nava re: declaration of administrator revisions; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	12/09/2024	Email to N. Castro re: declaration of administrator revisions; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	12/17/2024	Populate MFA with tables of contents and authorities.	1.00	\$250.00	\$250.00
Service	12/18/2024	Review and revise Declaration ISO motion; prepare final exhibits	1.00	\$950.00	\$950.00
Service	12/18/2024	Review and revise motion for final approval	2.75	\$950.00	\$2,612.50
Service	12/18/2024	Memo to staff regarding SOP and next steps; respond to questions	0.50	\$950.00	\$475.00
Service	12/18/2024	Draft Declaration of Norman Blumenthal in support of Motion for Final Approval.	2.40	\$750.00	\$1,800.00
Service	12/19/2024	prepare final motion; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
Services Subtotal				\$128,241.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/26/2022	Onelegal/Filing Fee	1.00	\$460.70	\$460.70
Expense	07/25/2022	Onelegal/Filing Fee	1.00	\$12.87	\$12.87

Expense	07/27/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$224.05	\$224.05
Expense	09/21/2022	Court/Onelegal Fees	1.00	\$113.50	\$113.50
Expense	09/30/2022	KNOX - Messenger and Filing Service.	1.00	\$217.65	\$217.65
Expense	10/13/2022	OneLegal filing fee.	1.00	\$12.87	\$12.87
Expense	10/27/2022	Mediation Fees - Jeff Krivis.	1.00	\$10,000.00	\$10,000.00
Expense	11/01/2022	One Legal Filing - Notice of Remote Appearance.	1.00	\$12.87	\$12.87
Expense	07/31/2023	Expert Fees - Creal & Creal	1.00	\$148.74	\$148.74
Expense	08/01/2023	Expert Fees - Berger Consulting Group	1.00	\$4,975.00	\$4,975.00
Expense	08/10/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	12/14/2023	One Legal Filing	1.00	\$33.92	\$33.92
Expense	12/21/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	01/02/2024	LexisNexis	1.00	\$182.00	\$182.00
Expense	05/14/2024	One Legal - stipulation to vacate trial dates	1.00	\$35.98	\$35.98
Expense	06/03/2024	Lexis Nexis	1.00	\$319.00	\$319.00
Expense	07/01/2024	LexisNexis	1.00	\$187.00	\$187.00
Expense	08/01/2024	Filing fee - motion; one legal charges	1.00	\$77.21	\$77.21
Expense	08/29/2024	Document Retrieval fee	1.00	\$2.00	\$2.00
Expense	12/18/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$17,143.46	

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	3.5	\$995.00	\$3,482.50
Scott Blumenthal	16.4	\$450.00	\$7,380.00
Nicholas De Blouw	25.0	\$850.00	\$21,250.00
Ricardo Ehmann	5.35	\$675.00	\$3,611.25
Randy Hy	4.4	\$675.00	\$2,970.00
Christine LeVu	51.1	\$750.00	\$38,325.00
Kyle Nordrehaug	28.25	\$950.00	\$26,837.50
Victoria Rivapalacio	3.9	\$750.00	\$2,925.00

Andrew Ronan	33.3	\$550.00	\$18,315.00
Adolfo Sanchez Contreras	2.1	\$450.00	\$945.00
Adolfo Sanchez Contreras	3.9	\$250.00	\$975.00
Yesenia Silva	4.9	\$250.00	\$1,225.00
Subtotal			\$145,384.71
Total			\$145,384.71

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	01/18/2025	\$145,384.71	\$0.00	\$145,384.71
Outstanding Balance				\$145,384.71
Total Amount Outstanding				\$145,384.71

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 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
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN 068687)

3 Kyle R. Nordrehaug (SBN 205975)

4 Aparajit Bhowmik (SBN 248066)

5 2255 Calle Clara

6 La Jolla, CA 92037

7 Telephone: (858) 551-1223

8 Facsimile: (858) 551-1232

9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN DIEGO**

12 Francis Coquillette, an individual, on behalf of)
13 himself and on behalf of all persons similarly
14 situated,

15 Plaintiff,

16 v.

17 Location Services, LLC, a Limited Liability
18 Company; and DOES 1 through 50, inclusive,

19 Defendant.

Case No. 37-2022-00019868-CU-OE-CTL

**DECLARATION OF FRANCIS
COQUILLETTE IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: August 23, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Katherine Bacal

Dept: C-69

Action Filed: May 25, 2022

Trial Date: None

1 I, Francis Coquillet, 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
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. During the class period I have worked as a lot attendant for the defendant Location
10 Services, Inc. ("Defendant") in California and during that time period I have been classified by
11 Defendant as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action, LLC, the settlement administrator. I am not aware of any other pending
19 matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 I was often forced to work off-the-clock and after he had clocked out for the day. The work
25 included removing, inventorying, and storing personal property from various repossessed
26 vehicles as I was not provided with ample time to complete such tasks during the work
27

1 day. Additionally, Defendant put in place uniformly unlawful off the clock Covid temperature
2 check policies and procedures for which I was not paid for. In addition, I was not paid the correct
3 amount for overtime worked in all pay periods. Namely, I received retention bonuses but my
4 overtime wages were still underpaid even when I received adjusted pay. I was contacted on my
5 personal cell phone with work related issues, including but not limited to discussions about cars
6 and inventory. Often times these phone calls took place after hours and after I had already
7 clocked out for the day. Further, transporters and management also contacted me on my personal
8 cell phone. I often did not receive compliant meal and rest breaks which were late, interrupted or
9 missed entirely. Notably, written meal and rest period policies were clearly uniformly deficient
10 as there were no statements made as to the timing of the periods or that the rest periods would be
11 duty free. I also did not receive all the meal and rest break premiums I was entitled to. As to rest
12 breaks in particular, Defendant had a policy that did not allow employees to leave the premises
13 during rest periods. I should have received duty-free rest breaks including the ability to leave the
14 premises if I chose to do so but this was not permitted.

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

26 7. Even though this action is in the process of settling, I was and remain prepared to

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

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

14 9. I understood that being a part of this lawsuit involved risks. For example, my
15 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
16 pay for all or part of the attorney fees and costs paid by Defendant to defend this lawsuit. Also, I
17 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
18 against me or downgrade me as a potential hire. As the named Plaintiff in this case, it would not
19 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

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
24 kept up to date on important developments by reviewing court filings that were made available to
25 me electronically as I described above.
26

27 11. A mediation took place on July 19, 2023 with Jeffrey Krivis, a well-respected and
28

1 experienced mediator of wage and hour class actions. After the mediation the parties were able
2 to reach an agreement to settle the action based on a mediator's proposal. I communicated with
3 my attorneys regarding the terms of the settlement which was reached between the parties and
4 understood that I was representing absent class members and therefore wanted the best possible
5 result to be obtained for the class members and I believe a very positive result was in fact
6 achieved via settlement. I reviewed and signed the Memorandum of Understanding on
7 September 26, 2023 and when the final settlement papers were ready, I closely reviewed the
8 Settlement Agreement which I signed on May 2, 2024.

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

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

24 14. I believe I did the right thing by filing this case on behalf of the class members who,
25 subject to court approval, are in line to receive monetary payments as a result of this case and
26 settlement. This is money they may never have ever gotten if I did not pursue this action on their

1 behalf. I feel significant personal satisfaction to know that I played a role in the class members
2 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
3 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
4 compensation for the work I performed and the risks I undertook.

5
6 15. As part of the settlement it was necessary for me to sign a general release of all claims I
7 may have against Defendant. I believe the Class Representative Service Payment I have
8 requested provides me with some compensation for this agreed release.

9
10 16. In light of all the time and effort I have spent on this case, the risk I undertook by
11 suing my employer, the exposure to being responsible for paying Defendant's costs in the event
12 we did not win the case, the reputational risk that future employers may hold this lawsuit against
13 me, the general release and in light of the size of the settlement, I believe the request for \$10,000
14 as a Class Representative service payment is fair and reasonable.

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

17 Executed on Jul 18, 2024, at San Diego, Ca.
18 (city, state)

19  Francis Coquillette (Jul 18, 2024 21:21 PDT)

20 Francis Coquillette
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