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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF MONTEREY**

14 ANGELA GARCIA, an individual, on
15 behalf of herself and on behalf of all
16 persons similarly situated,

17 Plaintiff,

18 v.

19 SUNDERSTORM INC., a Corporation;
20 SUNDERSTORM BAY LLC, a Limited
21 Liability Company; and DOES 1 through
22 50, inclusive,

23 Defendants.

CASE No. 22CV001827

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

Hearing Date: February 23, 2024

Hearing Time: 8:30 a.m.

[Hearing scheduled by Order dated October 3, 2023]

Judge: Hon. Thomas W. Wills

Dept: 15

Complaint Filed: June 29, 2022

Trial Date: Not set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Angela Garcia ("Plaintiff") in this matter. As such, I am fully
4 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 Walmart, Legoland, Cigna, HealthNet, See's Candies, Securitas, Okta, Advanced Home
17 Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts, Pharmaca, Nortek Security,
18 California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank, Verizon, Apple, Wells
19 Fargo, Kaiser, Universal Protection Services, and California State Automobile Association. Class
20 Counsel have been approved as experienced class counsel during contested motions in state and federal
21 courts throughout California. It is this level of experience which enabled the firm to undertake the instant
22 matter and to successfully combat the resources of the defendants and their capable and experienced
23 counsel. Class Counsel have participated in every aspect of the settlement discussions and have
24 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 and the
28 Stipulation Regarding Cy Pres (the "Agreement") between the parties is attached hereto as Exhibit #2.

1 Plaintiff and Defendants Sunderstorm Inc. and Sunderstorm Bay LLC (“Defendants”) reached a full and
2 final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently
3 with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by
4 Defendants is Six Hundred Thousand Dollars (\$600,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the
5 Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the
6 Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and
7 Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class
8 Representative Service Payment to Plaintiff; and (5) the PAGA Penalties. (Agreement at ¶ 1.22.)

9 (b) The Gross Settlement Amount does not include Defendants’ share of payroll taxes.
10 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendants.
11 (Agreement at ¶ 3.1.)

12 (c) Within twenty (20) days of the Effective Date, Defendants shall deposit the Gross Settlement
13 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
14 Participating Class Members along with the other Court-approved distributions shall be made by the
15 Administrator within fourteen (14) days after Defendants fully fund the Gross Settlement Amount.
16 (Agreement at ¶ 5.1.)

17 (d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved
18 amounts for Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service
19 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the
20 Administration Expenses Payment (called the “Net Settlement Amount”) shall be allocated to Class
21 Members as their Individual Class Payments. (Agreement at ¶¶ 1.28 and 3.2.) From the Net Settlement
22 Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a)
23 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class
24 Members during the Class Period and (b) multiplying the result by each Participating Class Member's
25 Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendants’ records; however, Class
26 Members will have the right to challenge the number of Workweeks.

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
28 the Court by mailing the notice packets after updating class members’ addresses using the National

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
2 notices to any forwarding address provided or updated address located. Declaration of Christina Fowler
3 ("Fowler Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or
4 "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Fowler Decl.
5 ¶ 7, Exh. A. Zero Class Members submitted a valid request for exclusion. Fowler Decl. ¶ 11. Therefore,
6 all Class Members are deemed Participating Class Members who are bound by the Settlement and will
7 be entitled to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
8 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will
9 remain subject to the release of the PAGA Released Claims regardless of their request for exclusion.
10 (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice advised the Class Members of their right to object
11 to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check within
13 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
14 be voided and any funds from such uncashed checks will be paid to the Children's Advocacy Group as
15 the *cypres* beneficiary pursuant to California Code of Civil Procedure Section 384, subd. (b) as set forth
16 in the Stipulation regarding cy pres.

17 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
19 administration in an amount not to exceed \$7,000. (Agreement at ¶ 3.2(c).) As set forth in the Fowler
20 Decl. at ¶ 14, the Administration Expenses Payment, including fees and costs incurred to-date, as well
21 as anticipated fees and costs for completion of the settlement administration, are \$5,250.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
24 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
25 Counsel Litigation Expenses Payment in an amount not to exceed \$15,000. (Agreement at ¶ 3.2(b).)
26 Subject to Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff
27 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate motion
28 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing

1 evidentiary support, for these requests, including lodestar.

2 (i) Subject to Court approval, Twenty-Four Thousand Dollars (\$24,000) will be paid from the
3 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
4 Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code §
5 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$18,000) shall be allocated to the Labor
6 Workforce Development Agency ("LWDA") as its share of the civil penalties and and 25% (\$6,000)
7 allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the
8 number of their respective pay periods worked during the PAGA Period. (Agreement at ¶ 3.2(d).) As set
9 forth in the accompanying proof of service, the LWDA has been served with this motion and the
10 Agreement.

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
12 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
13 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
14 Settlement valued at \$600,000 is an excellent result for the Class. This result is particularly favorable
15 in light of the fact that liability and class certification in this case were far from certain in light of the
16 defenses asserted by Defendants. Given the complexities of this case, the defenses asserted, the
17 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated October 3, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On October
23 26, 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which
24 provided each class member with the terms of the Settlement, including notice of the claims at issue and
25 the financial terms of the settlement, including the attorneys' fees, costs, and service award that were
26 being sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Fowler Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
28 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,

1 there have been no objections and no valid requests to opt-out. Fowler Decl. ¶¶11-12. As such, the
2 entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See* Fowler
3 Decl. at ¶¶ 11-12.

4
5 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
6 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and
7 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,
8 were not provided accurate itemized wage statements, were not paid sick wages at the correct rate, and
9 were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney
10 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiff and the
11 other Class Members by virtue of the foregoing claims.

12
13 6. Procedural History of the Litigation

14 (a) On February 21, 2022 , Plaintiff filed with the LWDA and served on Defendants a notice
15 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
16 on behalf of Aggrieved Employees for various Labor Code violations (the "PAGA Notice"). A true and
17 correct copy of the PAGA Notice sent by Plaintiff is attached hereto as Exhibit #3. On June 29, 2022,
18 Plaintiff commenced this Action by filing a Class Action Complaint against Defendants in the Superior
19 Court of the State of California, County of Monterey. This class action Complaint asserted class claims
20 against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.;
21 (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3)
22 failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to
23 provide required meal periods in violation of California Labor Code §§ 226.7 and 512; (5) failure to
24 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to reimburse
25 employees for required expenses in violation of California Labor Code § 2802; (7) failure to provide
26 accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to provide
27 wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to provide
28 sick wages in violation of California Labor Code §§ 201-204, 233 and 246. On September 21, 2022

1 Defendants filed an Answer to Plaintiff's Class Action Complaint, asserting twenty-three (23) affirmative
2 defenses.

3 (b) On June 30, 2022, Plaintiff filed a separate Representative Action Complaint against
4 Defendants in the Superior Court of the State of California, County of Monterey. (Plaintiff's "PAGA
5 Action") Plaintiff's Complaint against Defendants alleged one cause of action for Civil Penalties Pursuant
6 to Labor Code §§ 2699, et seq. for various alleged wage and hour violations of the Labor Code,
7 including, but not limited to the following: Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a),
8 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
9 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). On September 21, 2022
10 Defendants filed an Answer to Plaintiff's Representative Action Complaint, asserting twenty-one (21)
11 affirmative defenses.

12 (c) As part of the Agreement, the Parties agreed to stipulate to the filing of the First Amended
13 Class and Representative Action Complaint in the Class Action that adds the claims and parties alleged
14 in the PAGA Action, and thereafter dismiss the separate PAGA Action without prejudice. The First
15 Amended Class and Representative Action Complaint was filed on June 27, 2023. The First Amended
16 Class and Representative Action Complaint in the Class Action is the operative complaint in the Action
17 (the "Operative Complaint").

18 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
19 production of documents, class data, and other information, allowing for the full and complete analysis
20 of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery, which
21 included the production relevant documents and data. The information for mediation obtained by
22 Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch data for the class; (3)
23 Defendants' wage and hour policies and job descriptions; (4) the employment file for the Plaintiff; and,
24 (5) samples of wage statements provided by Defendants. As such, Class Counsel received the data and
25 information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the
26 claims for the Class.

27 (e) Class Counsel has extensive experience in litigating wage and hour class actions in California.
28 The Parties have vigorously litigated the Actions since inception. During the course of litigation, the

1 Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendants have
2 engaged in substantial research and investigation in connection with the Action. Class Counsel has
3 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
4 to perform an analysis of the data and valuation of the claims.

5 (f) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
6 to mediation, the Parties engaged in the above investigation and the exchange of documents and
7 information in connection with the Action. On May 1, 2023, the Parties participated in an all-day
8 mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage
9 and hour class actions. Following the mediation, each side, represented by its respective counsel, were
10 able to agree to settle the Action based upon a mediator's proposal which was memorialized in a
11 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
12 in the Agreement. At all times, the negotiations were arm's length and contentious.

13 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
14 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
15 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
16 among other things, that they have properly compensated the Class Members and complied at all times
17 with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
18 Defendants contend that class certification is inappropriate for any reason other than for settlement.
19 Plaintiff contends that Defendants violated California wage and hour laws. Plaintiff further contends that
20 the Action is appropriate for class certification on the basis that the claims meet the requisites for class
21 certification. Without admitting that class certification is proper, Defendants have stipulated that the
22 above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that
23 certification for settlement purposes is not an admission that class certification is proper. Further, the
24 Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified
25 absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the
26 requisites for establishing class certification with respect to the Class are satisfied

27 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
28 the course of more than one year, Class Counsel diligently evaluated the Class Members' claims against

1 Defendants. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with
2 access to necessary information for the Class. In addition, Class Counsel previously negotiated
3 settlements with other employers in actions involving nearly identical issues and analogous defenses.
4 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
5 Counsel believes that the settlement with Defendants on the terms set forth in the Agreement is fair,
6 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
7 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
8 appellate issues.

9

10 7. History of Settlement Discussions

11 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
12 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
13 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
14 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
15 Class Claims of the Class in accordance with this Settlement. Class Counsel are experienced and
16 qualified to evaluate the class claims, the defenses asserted, and the risks and benefits of trial and
17 settlement, and Class Counsel are particularly experienced in wage and hour employment class actions,
18 as Class Counsel has previously litigated and certified similar claims against other employers.

19 (b) The Parties attended an arms-length mediation session with Hon. Carl J. West (Ret.), a
20 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement.
21 In preparation for the mediation, Defendants provided to Plaintiff and Class Counsel payroll and
22 employment data and other information regarding the Class Members, various internal documents, and
23 other compensation and employment-related materials. Class Counsel analyzed the data with the
24 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
25 mediator. Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's
26 proposal.

27 (c) From May 2023 to August 2023, the settlement agreement and exhibits thereto were
28 finalized and executed. On October 3, 2023, the Court issued its Order granting preliminary approved

1 of the settlement as fair and reasonable to the Class.

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

4
5 8. The outcome of this case would have been uncertain and fraught with risks.

6 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of
7 the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with
8 all applicable laws. Defendants argued that all work time was paid for and that the regular rate was
9 properly calculated. Defendants contended that their meal and rest period policies fully complied with
10 California law, that Defendants' timekeeping system recorded meal periods, and that all meal periods
11 were provided. Defendants' could argue the significant meal period premiums paid was evidence of their
12 legally compliance practices. As to expenses reimbursement, Defendants maintained that employees
13 were not required to use their cell phones and any use of their cell phone was voluntary for their
14 convenience and therefore not subject to Labor Code §2802. Defendants argued that the decisions in
15 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th
16 1096, 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal. App.5th 85 (2021), weakened
17 Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims.
18 Defendants also argue that based on its facially lawful practices, they acted in good faith and without
19 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage
20 statements. If successful, Defendants' defenses could eliminate or substantially reduce any recovery to
21 the Class. While Plaintiff believe that these defenses could be overcome, Defendants maintains these
22 defenses have merit and therefore present a serious risk to recovery by the Class.

23 (b) There was also a significant risk that, if the Actions were not settled, Plaintiff would be
24 unable to obtain class certification and thereby not recover on behalf of any employees other than
25 themselves. Defendants argued that the individual experience of each putative class member varied with
26 respect to the claims. Defendants could also contest class certification by arguing injury and good faith
27 were case-by-case determinations that precluded class certification. Plaintiff is aware of other cases
28 where class certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th

1 885 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,
2 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
3 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
4 been certified. While other cases have approved class certification in wage and hour claims, class
5 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

6 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
7 cannot be overstated. There is little doubt that Defendants would post a bond and appeal in the event of
8 an adverse judgment. A post-judgment appeal by Defendants would have required many more years to
9 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
10 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
11 an uncertain result three or more years in the future. Plaintiff and Class Counsel recognize the expense
12 and length of a trial against Defendants through possible appeals which could take at least another two
13 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
14 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
15 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
16 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
17 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
18 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
19 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

20 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
21 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
22 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
23 to the value of the claims. Based upon 202 Class Members who collectively worked 9,341 weeks, the
24 Gross Settlement Amount provides a value of \$2,970 per Class Member and \$64 per work week and the
25 Net Settlement Amount provides an average recovery of \$1,711.63 per Class Member and a recovery of
26 \$37.01 per work week. The 25% allocation of the PAGA Penalties will be distributed to the 109
27 Aggrieved Employees who worked 2,378 pay periods during the PAGA Period, resulting in an average
28 Individual PAGA Payment of \$55.05 per Aggrieved Employee and \$2.52 per PAGA Pay Period. The

1 calculations to compensate for the amount due for the Class at the time of the mediation were calculated
2 by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action,
3 Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the employees.
4 For the Class, the maximum value of the claim for unpaid wages due to off the clock work was
5 potentially \$260,878, the maximum value of the claim for unpaid wages due to an alleged miscalculation
6 of the regular rate for wages and sick pay was \$17,157, the maximum value of the claim for unpaid wages
7 due to the maximum potential damages for unpaid meal premiums were estimated to be \$47,400 based
8 upon an alleged 18% violation rate and after deducting the significant meal period premiums paid by
9 Defendants, the maximum potential rest period damages were estimated to be \$821,758 based upon an
10 potential 85% violation rate observed in the time records, and the maximum potential damages for failure
11 to provide expense reimbursement were calculated to be \$12,870. In total, the damages for the Class
12 were calculated to have a maximum potential total value of \$1,160,064. In addition, Plaintiff calculated
13 that the maximum value of the potential waiting time penalties were between \$223,914 and \$447,828,
14 depending on the predicate violation, and the maximum value of the potential wage statement penalties
15 were \$215,500.¹ Consequently, the Gross Settlement Amount represents more than 51% of the potential
16 maximum damages at issue for the Class in this case, assuming these amounts could all be proven in full
17 at trial.² Given the amount of the settlement as compared to the potential value of claims in this case and
18 the defenses asserted by Defendants, this settlement is fair and reasonable.³

19
20 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
21 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
22 asserted by Defendants, including, a good faith dispute defense as to whether any wages were owed
23 given Defendants' position that Plaintiff were properly compensated. *See Nordstrom Commission*
Cases, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and
employee have a good faith dispute as to whether and when the wages were due.").

24 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not included the
25 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Motion for Preliminary Approval in paragraph 33 of the supporting Declaration of Nordrehaug.

26 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
27 settlement where the settlement amount constituted approximately 25% of the estimated overtime
28 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
(N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents

1 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
2 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
3 defenses both to liability and to class certification. The maximum and average class member allocation
4 (in addition to their Individual PAGA Payment) are \$9,179.53 and \$1,711.63, respectively. *See Fowler*
5 Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and
6 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

12
13 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

16 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
17 fund settlement to be paid by Defendants to the Class in the amount of Six Hundred Thousand Dollars
18 (\$600,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award
19 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
20 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
21 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

22 (b) In the class action context, that means "attempting to award the fee that informed private
23 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
24 between experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-

25
26 approximately 10% of what class might have been awarded had they succeeded at trial."). See also
27 *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class
28 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 third of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for
2 fees. Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees
3 in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
4 market value of the award requested.

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

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

11 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
12 of the Gross Settlement Amount of \$600,000, which equals \$200,000 for attorneys' fees. As part of the
13 Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations expenses
14 incurred as per Class Counsel's billing statement in an amount not to exceed \$15,000. Finally, Defendants
15 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
16 \$10,000, as his service award under the Agreement.

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

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

1 private enforcement makes the requested award appropriate. This case was litigated on a contingent basis
2 for over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am
3 aware of other similar cases where the court dismissed the class allegations or denied class certification.
4 Under such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

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

28 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of

1 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
2 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
3 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
4 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
5 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
6 Counsel advanced more than \$19,000 in costs which could not have been recovered if this case had been
7 lost. The Plaintiff also undertook the risk of liability for Defendants' costs had this case not succeeded,
8 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
9 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
10 Plaintiff also support the requested awards.

11 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
12 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
13 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$200,000 is
14 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
15 **records for Class Counsel evidence that through January 26, 2024, Class Counsel's total lodestar**
16 **is \$159,123.75**, with significant additional fees still to be incurred to complete final approval and the
17 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
18 lodestar with a multiplier of less than 1.3, and there will be additional lodestar incurred by Class Counsel
19 to complete the settlement process and manage the settlement distribution and reports. Such a multiplier
20 is well below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As
21 evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and
22

23
24 ⁴ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
25 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
26 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
27 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
28 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
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) (30% fee justified by 2.26 multiplier).

1 Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may
2 conclude that the requested award is fair and reasonable and is justified under California law.⁵

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

10 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
11 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
12 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
13 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
14 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
15 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
16 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
17 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
18 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
19 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
20 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
21 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a

23 ⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates
24 have been approved by Court's throughout California, including the Courts in the Superior Court of
25 California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
26 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
27 detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct*
28 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
reasonable rates when compared within 21 other firms practicing in the Southern District of
California.).

1 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
2 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
3 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
4 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
5 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
6 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
7 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
8 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
9 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
10 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
11 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
12 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
13 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
14 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
15 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
16 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*
17 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
18 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
19 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
20 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
21 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
22 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
23 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
24 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
25 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
26 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
27 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
28 Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in

1 *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T.
2 Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in
3 *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren
4 Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in
5 *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge
6 Marie Weiner approved a one-third fee award in a wage and hour class settlement.

7 12. **The contemporaneous billing records for Class Counsel evidence that through**
8 **January 26, 2024, Class Counsel's total lodestar is \$159,123.75**, with significant additional fees still
9 to be incurred to complete final approval and the settlement process. From October 23, 2021 to January
10 26, 2024, my firm worked on this matter for over 218 hours, with hourly rates for attorneys ranging from
11 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$159,123.75. The
12 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a multiplier
13 of less than 1.3, and there will be additional lodestar incurred by Class Counsel to complete the
14 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
15 fees and the services performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁶ In
16 addition, Class Counsel will be performing significant additional work that is not included in this lodestar
17 amount, including finalizing the final approval motion, attending the hearing on final approval, and
18 monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in
19 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
20 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
21 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
22 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
23 copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been
24 approved by Court's throughout California, including the Courts in the Superior Court of California. In
25 fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
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 January 26, 2024.

generally appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which will be even less by the completion of the settlement. This is comparable to the multipliers approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

Litigation Expenses

13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class Counsel Litigation Expenses Payment of not more than \$15,000.” Class Counsel requests reimbursement for incurred litigation expenses and costs in the amount of \$15,000. Class Counsel have incurred \$19,805.21 based upon counsel’s billing records; therefore, this requested amount of \$15,000 is less than the amount actually incurred by Class Counsel. These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service charges (Knox, OneLegal), research charges (LexisNexis), and appearance fees, all of which are costs normally

1 billed to and paid by the client.⁷ The details of the litigation expenses incurred are set forth in Exhibits
2 #3 and 4.⁸ These costs were reasonably incurred in the prosecution of the Action.

3
4 Service Award

5 14. For her service as the only class representative, Plaintiff should be awarded the agreed
6 service award of \$10,000 in accordance with the Agreement for her time, risk and effort expended on
7 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendants have agreed to this
8 payment and there have been no objections to the requested service award. The declaration of Plaintiff
9 in support of this request is attached hereto as Exhibit #6. As the sole representative of the Class,
10 Plaintiff performed her duty to the Class admirably and without exception. Plaintiff worked extensively
11 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
12 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
13 Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
14 the class release. The declaration of Plaintiff details the involvement, stress and risks she undertook as
15 a result of this Action. The Plaintiff also assumed the serious risk that she might possibly be liable for
16 costs and fees to Defendants, as well as the reputational risk of being “blacklisted” by other future
17 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff’s
18 participation, cooperation and information, no other employees would be receiving any benefit. The
19 payment of service awards to successful class representatives is appropriate and the amount of \$10,000
20 is well within the currently awarded range for similar settlements. The requested award is also
21 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
22 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas.

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 January 26, 2024.

1 (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian*
2 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class
3 member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
4 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
5 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
6 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
7 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case
8 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
9 *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
10 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
11 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award);
12 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
13 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
14 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
15 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
16 County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
17 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000
18 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
19 Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
20 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service
21 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
22 Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
23 No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);
24 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
25 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general
26 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
27 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
28 Los Angeles County Superior Court, (Mar. 19, 2010) (awarding \$10,000 service award); *Sheldon v.*

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

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

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

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
13 expenses in the amount of \$15,000, and approval of the requested service award to the Plaintiff.

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

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing is
19 true and correct. Executed this 26rd day of January 2024, at San Diego, California.

20
21 /s/ Norman Blumenthal
22 NORMAN B. BLUMENTHAL
23
24

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

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

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-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

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

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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

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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

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Admitted: 2006, California

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Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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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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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, 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 Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Angela Garcia (“Plaintiff”) and defendants Sunderstorm Inc. and Sunderstorm Bay LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants 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 First Amended Class and Representative Action Complaint filed on June 27, 2023 that incorporates all of the allegations of the following: (a) Plaintiff’s original Class Action lawsuit alleging wage and hour violations against Defendants captioned *Angela Garcia v. Sunderstorm Inc., Sunderstorm Bay LLC*, Case No. 22CV001827, initiated on June 29, 2022, pending in Superior Court of the State of California, County of Monterey; (b) Plaintiff’s PAGA Representative Action Complaint against Defendants captioned *Angela Garcia v. Sunderstorm Inc., Sunderstorm Bay LLC*, Case No. 22CV001855, initiated on June 30, 2022, pending in Superior Court of the State of California, County of Monterey; and (c) the PAGA Notice dated February 21, 2022.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche 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 Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), 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 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 June 29, 2018 through July 1, 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 Defendants’ expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Monterey.
- 1.17. “Defendants” collectively means Sunderstorm Inc. and Sunderstorm Bay LLC.
- 1.18. “Defense Counsel means Michael J. Nader and Alexandra M. Asterlin of Ogletree Deakins Nash Smoak & Stewart, P.C. .

- 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 Six Hundred Thousand Dollars (\$600,000) 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 Defendants, 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 Defendants.
- 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 Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from February 21, 2021 through July 1, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s February 21, 2022 letter to Defendants 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 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,000) and the 75% to LWDA (\$18,000) 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 Angela Garcia., 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 and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including all of the following: (a) all class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204, 210, 218, 221, 226 et seq, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, and double-time

wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (k) all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claim, and causes of action alleged in the Operative Complaint. 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, discrimination, unemployment insurance, disability, social security, workers' compensation, or Class 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, including the following: (a) All class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and applicable Industrial Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) All claims for civil penalties for violations of unpaid wages, including unpaid minimum, overtime, and double-time wages, the alleged failure to pay for all

time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) All claims for civil penalties for meal period violations, including late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d.) All claims for civil penalties for rest break violations, including late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) All claims for civil penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) All claims for civil penalties for inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer; (g) All claims for civil penalties for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) All claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) All claims for civil penalties for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) All claims for civil penalties for failing to provide suitable seating; (k) All claims for civil penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began and ended each shift and meal period; (l) All claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (m) All claims for civil penalties for alleged violations of section 227.3 of the Labor Code. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

- 1.40. "Released Parties" means: Defendants Sunderstorm Inc. and Sunderstorm Bay LLC and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.
- 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 forty-five (45) 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 Defendants as a Class Member for at least one day.

2. RECITALS

Plaintiff’s Class Action

2.1. On June 29, 2022, Plaintiff commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Monterey (“Plaintiff’s Class Action”). Plaintiff’s Class Action Complaint asserted several wage and hour claims against the Defendants, including, but not limited to, the following claims that Defendants:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, & 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 reimburse employees for required expenses in violation of California Labor Code § 2802.
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (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 §§ 201-204, 233 & 246

2.2. On September 21, 2022 Defendants filed an Answer to Plaintiff’s Class Action Complaint, asserting twenty-three (23) affirmative defenses.

Plaintiff’s PAGA Action

- 2.3. On June 30, 2022, Plaintiff filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Monterey. (Plaintiff's "PAGA Action") Plaintiff's Complaint against Defendants alleged one cause of action for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for various alleged wage and hour violations of the Labor Code, including, but not limited to the following: Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
- 2.4. On September 21, 2022 Defendants filed an Answer to Plaintiff's Representative Action Complaint, asserting twenty-one (21) affirmative defenses.

Consolidation/Pleading Amendment

- 2.5. As part of this Agreement, the Parties agreed to stipulate to leave for Plaintiff to file a First Amended Class and Representative Action Complaint in the Class Action that adds the claims and parties alleged in the PAGA Action, and thereafter dismiss the separate PAGA Action without prejudice. Plaintiff's First Amended Class and Representative Action Complaint was filed on June 27, 2023. The First Amended Class and Representative Action Complaint in the Class Action is the operative complaint in the Action (the "Operative Complaint").
- 2.6. Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendants also dispute the damages and penalties claimed by the Plaintiff, and further contend that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Actions. Defendants contend that at all times it has complied with all applicable state, federal and local laws related to the Class Members' employment. Nevertheless, Defendants have entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of any of the Defendants collectively or individually, or an admission that class or representative action treatment would be allowed outside the settlement context. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the PAGA in any subsequent litigation. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall not be admissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendants to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment

bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

Mediation and Settlement

- 2.7. On May 1, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected mediator of wage and hour representative and class actions. The mediator facilitated an agreement among the Parties that 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.
- 2.8. 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*").
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.10. 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, Defendants promise to pay \$600,000 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 Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. 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 \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 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 \$200,000, and a Class Counsel Litigation Expenses Payment of not more than \$15,000. Defendants will not oppose requests for these payments provided that 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Fees Payment, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Gross Settlement Amount on that basis.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$7,000 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 \$7,000, 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 \$24,000 to be paid from the Gross Settlement Amount, with 75% (\$18,000) allocated to the LWDA PAGA Payment and 25% (\$6,000) 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 (\$6,000) 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. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records during the time of the mediation, Defendants represented that the Class consists of approximately 193 Class Members who collectively worked a total of 10,296 Workweeks from June 29, 2018 to May 1, 2023 (the “Mediation Period”), and approximately 109 Aggrieved Employees who worked a total of 2,750 PAGA Pay Periods.
- 4.2. Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Defendants 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. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties recognize that because the operations of a third-party timekeeping and payroll vendor for the Defendants ceased in 2019, Defendants lost the timekeeping, payroll and HRIS data of its employees for the Fourth Quarter of 2018 and for the First Quarter of 2019. After the mediation date, Defendant was able to reconstruct the Class Data for the Fourth Quarter of 2018 and the First Quarter of 2019, and will provide the Class Data to the Administrator following Preliminary Approval. Based on that reconstructed Class Data, Defendants represented that there are approximately 8,884 Workweeks during the Mediation Period.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than twenty (20) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants funds the Gross Settlement Amount, 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.
- 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). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check 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 Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred through the Effective Date, including, but not limited to: all known and unknown claims against the Released Parties, including any Released Class

Claims and Released PAGA Claims as well as all other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiff’s relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Plaintiff further covenants that he will not become a member of any other legal actions against the Released Parties asserting any of Plaintiff’s Released Claims and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law. The scope of this release does not include claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

- (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.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendants.

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

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

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

7.1. 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; (vi) 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, and that Class Counsel does not currently represent any employees of the Defendants other than the Plaintiff.

7.2. 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.

7.3. 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 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). 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 must: (1)

contain the name, address and telephone number of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this Action. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object to or appeal the class settlement. A Request for Exclusion has no effect to the PAGA portion of this Settlement; Aggrieved Employees cannot request exclusion from the Settlement and will receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

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.

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 providing 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. At the mediation, Defendants represented that an extrapolation of the workweeks is 10,296 from June 29, 2018 to May 1, 2023 (the "Mediation Period"). The Parties agree that if, once the data covering the Mediation Period is reviewed by the Administrator, and the actual number of workweeks during the Mediation Period is calculated to be more than ten percent (10%) greater than 10,296 (or greater than 11,326 workweeks), then the Gross Settlement Amount shall increase by \$58.28 for each additional workweek. For example, if the actual number of workweeks during the Mediation Period is 11,336, then the Gross Settlement Amount will increase in the amount of \$582.80.

10. DEFENDANTS' 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, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all

Administration Expenses incurred as of the date Defendants makes this election to withdraw. Defendants 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. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. **Confidentiality.** The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Agreement. Unless required by applicable law, neither Plaintiff nor his counsel shall publicize the terms of this Agreement in any medium or initiate or issue any press release or have any communications with the press or media concerning the settlement prior to approval of the settlement. If counsel receives an inquiry about the settlement from the media prior to final approval of the settlement, counsel may respond only after the motion for final approval of the settlement has been filed and only by confirming the terms of the settlement in the Agreement that are publicly available..

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 Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. 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, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 13.13. Confidentiality of Information. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Representation by Class Counsel. Class Counsel represents that they do not currently represent any employees of Defendants other than Plaintiff.
- 13.18. 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:

Michael J. Nader
Alexandra M. Asterlin
Ogletree Deakins Nash Smoak & Stewart, P.C.
500 Capital Mall, Suite 2500
Sacramento, CA 95814
Tel: (916) 840-3140
Fax: (916) 640-3159
Emails: michael.nader@ogletree.com
alexandra@ogletree.com

13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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.

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Parties will jointly notify the Court and request that the Court stay the litigation 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 a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order or if not entered, the date this Agreement shall no longer be of any force or effect.

13.21. 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: Aug 24, 2023


Angela Augustina Carranza (Aug 24, 2023 16:05 PDT)
Plaintiff Angela Garcia

Dated: _____

Authorized Agent for Defendant Sunderstorm Inc.

Michael J. Nader
Alexandra M. Asterlin
Ogletree Deakins Nash Smoak & Stewart, P.C.
500 Capital Mall, Suite 2500
Sacramento, CA 95814
Tel: (916) 840-3140
Fax: (916) 640-3159
Emails: michael.nader@ogletree.com
alexandra@ogletree.com

13.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g. 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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Dated: _____

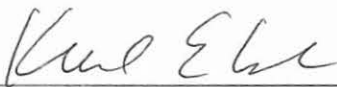
Plaintiff Angela Garcia

Dated: 8/23

Keith C. C. C.
Authorized Agent for Defendant Sunderstorm Inc.

KEITH C. C. C., President

Dated: 8/23


Authorized Agent for Defendant Sunderstorm Bay LLC
KEITH CICH, President

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF,
AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT GROUP:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE DEFENDANTS:

Dated: 8/22/23


Michael J. Nader
Alexandra M. Asterlin
Ogletree Deakins Nash Smoak & Stewart, P.C.
Attorney for Defendants

Dated: _____

Authorized Agent for Defendant Sunderstorm Bay LLC

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE NAMED PLAINTIFF,
AND AS A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF THE
SETTLEMENT GROUP:

Dated: 8/24/23

Kyle Nordrehaug

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

APPROVED AS TO FORM AND CONTENT ON BEHALF OF THE DEFENDANTS:

Dated: _____

Michael J. Nader
Alexandra M. Asterlin
Ogletree Deakins Nash Smoak & Stewart, P.C
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

***Garcia v. Sunderstorm Inc., Superior Court of the State of California,
County of Monterey, Case No. 22CV001827***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Sunderstorm Inc. and Sunderstorm Bay LLC (“Defendants”) for alleged wage and hour violations. The Action was filed by Plaintiff Angela Garcia (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (June 29, 2018 through July 1, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (February 21, 2021 through July 1, 2023) (“Aggrieved Employees”).

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

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

The above estimates are based on Defendants’ records showing that **you worked <<_____>> workweeks** during the Class Period and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that these numbers need correction, 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing and receive your share of the Settlement amount.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or a share of the PAGA Penalties.
- (2) **Opt-Out of the Class Settlement and not receive a Settlement payment.** 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 and you will keep your right as an individual to sue Defendants separately about the same legal claims that are being settled. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties 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 Written Objections Must be Submitted by the Response Deadline _____	If you think that the Settlement is not fair, and you don't opt out of the Settlement, then you can object to the Settlement in writing as explained in Section 8 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Monterey County Superior Court, located at 1200 Aguajito Road, Monterey, CA 93940, in Department 15 before Judge Thomas W. Wills. 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 Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiff Angela Garcia is a former employee of Defendants. The Action alleges that Defendants failed to pay minimum and overtime wages, failed to provide meal and rest breaks and related premiums, failed to provide accurate itemized wage statements, failed to reimburse expenses, failed to provide timely wage payments, and unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”).

Defendants deny that they have done anything wrong and dispute all the claims in the Action. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and the Defendants agreed to settle the Action pursuant to the terms and conditions of the Settlement. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that Plaintiff’s claims in the Action have merit or that Defendants have any liability to Plaintiff or the proposed class on those claims. Defendants deny any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

Consistent with Defendants’ policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or opts out of the Settlement.

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

This settlement does not involve any decision by the Court on the merits of the Action. Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants has agreed to pay an "all in" amount of Six Hundred Thousand Dollars (\$600,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes, by transmitting the funds to the Administrator no later than 20 days after the Effective Date. The "Effective Date" means the date the Judgment is entered unless there are objections in which case the "Effective Date" means when the Judgment is no longer subject to appeal. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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 \$7,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$200,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000. 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. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she 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 \$24,000 relating to Plaintiff's claim under PAGA, \$18,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,000) 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 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is February 21, 2021 through July 1, 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 \$344,000. 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 will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "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.

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.

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

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

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including all of the following: (a) all class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204, 210, 218, 221, 226 et seq, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) all claims for meal period violations, including claims for late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d) all claims for rest break violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Operative Complaint, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and

210 of the Labor Code; (h) all claims for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (k) all claims under the Business & Professions Code (including Section 17200 et seq.) premised on the facts, claim, and causes of action alleged in the Operative Complaint. 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, discrimination, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period, including the following: (a) All class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and applicable Industrial Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) All claims for civil penalties for violations of unpaid wages, including unpaid minimum, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock work, the alleged failure to pay for drug testing and other required testing and examinations, the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates, the alleged improper rounding of time entries, and the alleged unlawful deductions from earned wages; (c) All claims for civil penalties for meal period violations, including late, short, interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular rates, and the alleged failure to properly record meal periods; (d.) All claims for civil penalties for rest break violations, including late, short, interrupted, missed, or otherwise improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) All claims for civil penalties for unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) All claims for civil penalties for inaccurate itemized wage statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA Notice, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates and the proper legal entity of the employer; (g) All claims for civil penalties for the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) All claims for civil penalties for the untimely payment of final wages and associated waiting time penalties under sections 201 to 203 of the

Labor Code Section; (i) All claims for civil penalties for unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of pay; (j) All claims for civil penalties for failing to provide suitable seating; (k) All claims for civil penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records showing when employees began and ended each shift and meal period; (l) All claims for civil penalties for the alleged failure to pay employees for reporting time pay; and (m) All claims for civil penalties for alleged violations of section 227.3 of the Labor Code. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violation of the Fair Employment and Housing Act discrimination, unemployment insurance, disability, social security, worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants Sunderstorm Inc. and Sunderstorm Bay LLC and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments 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.

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (June 29, 2018 through July 1, 2023).

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

Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (February 21, 2021 through July 1, 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 the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The

Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

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

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Garcia v. Sunderstorm Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Garcia v. Sunderstorm Inc.*, Case No. 22CV001827. 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 Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is

requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as 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 *Garcia v. Sunderstorm Inc.* or on the Court's website (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Garcia v. Sunderstorm Inc.*, Case No. 22CV001827, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Class 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

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 15 of the Superior Court of California, County of Monterey, Monterey Courthouse, 1200 Aguajito Road, Monterey, California 93940, before Judge Thomas W. Wills. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment 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 remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.monterey.courts.ca.gov/online-services/remote-appearance>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Garcia v. Sunderstorm Inc.* In addition, hearing dates are posted on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Garcia v. Sunderstorm Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Garcia v. Sunderstorm Inc.*. You may get more details by examining the Court's file on the Internet via the Case Search page for the California Superior Court for the County of Monterey (<https://portal.monterey.courts.ca.gov/>) and entering the Case No. 22CV001827. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Monterey Courthouse, 1200 Aquajito Road, Monterey, CA 93940.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the

California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

ANGELA GARCIA, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SUNDERSTORM INC., a Corporation;
SUNDERSTORM BAY LLC, a Limited
Liability Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22CV001827

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Thomas W. Wills
Dept: 15

Date Filed: June 29, 2022
Trial Date: Not set

This matter came before the Honorable Thomas W. Wills of the Superior Court of the State of California, in and for the County Monterey, on _____[DATE], for hearing on the unopposed motion by Plaintiff Angela Garcia ("Plaintiff") for preliminary approval of the Settlement with Defendants Sunderstorm Inc. and Sunderstorm Bay LLC ("Defendants"). The

PRELIMINARY APPROVAL ORDER

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

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendant shall pay is Six Hundred Thousand
15 Dollars (\$600,000). It appears to the Court on a preliminary basis that the settlement amount and
16 terms are fair, adequate and reasonable as to all potential Class Members when balanced against
17 the probable outcome of further litigation and the significant risks relating to certification, liability
18 and damages issues. It further appears that investigation and research have been conducted such
19 that counsel for the Parties are able to reasonably evaluate their respective positions. It further
20 appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as
21 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
22 It further appears that the Settlement has been reached as the result of serious and non-collusive,
23 arm's-length negotiations.

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

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

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$15,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000. 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. Plaintiff will be required to present evidence
8 supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who were employed by Defendants in California and classified as a non-exempt
14 employee at any time during the Class Period." The "Class Period" is June 29, 2018 through July
15 1, 2023.

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

26 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
28

1 Nicholas J. De Blouw, Jeffrey S. Herman, and Sergio J. Puche of Blumenthal Nordrehaug
2 Bhowmik De Blouw LLP as Class Counsel for the Class.

3 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
4 Amount of \$24,000, which shall be allocated \$18,000 to the Labor & Workforce Development
5 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
6 Agreement pursuant to the PAGA and \$6,000 to the Aggrieved Employees. “Aggrieved
7 Employees” are all individuals who were employed by Defendants in California and classified as a
8 non-exempt employee at any time during the PAGA Period (February 21, 2021 through July 1,
9 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
10 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
11 reasonable.

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

25 11. The Court hereby appoints ILYM Group as the Administrator. No later than
26 twenty (20) days after this Order, Defendants will provide the Class Data to the Administrator.
27 The Administrator will perform address updates and verifications as necessary prior to the first
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1 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
2 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
3 Class Members via first-class regular U.S. Mail to their last known address.

4 12. The Court hereby preliminarily approves the proposed procedure for exclusion
5 from the Settlement, as set forth in Section 8.5 of the Settlement Agreement. Any Class Member
6 may individually choose to opt out of and be excluded from the Class as provided in the Class
7 Notice by following the instructions for timely requesting exclusion from the Class that are set
8 forth in the Class Notice. All requests for exclusion must be postmarked or received no later than
9 forty-five (45) calendar days after the date of the mailing of the Class Notice (“Response
10 Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests for
11 exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also be
12 faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who
13 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
14 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal
15 or comment thereon. Class Members who have not requested exclusion, or failed to request
16 exclusion on a timely basis, shall be bound by all determinations of the Court, the Agreement and
17 the Judgment. A request for exclusion may only opt out that particular individual, and any attempt
18 to effect an opt-out of a group, class, or subclass of individuals is not permitted and will be
19 deemed invalid.

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

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 15 at the Monterey Courthouse of the Monterey
5 County Superior Court to hear the motion for final approval and the motion for attorneys' fees and
6 costs, and to determine all necessary matters concerning the Settlement, including: whether the
7 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
8 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
9 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
10 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
11 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
12 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
13 fees, costs and service award shall be filed with the Court and served on all counsel no later than
14 sixteen (16) court days before the hearing and both motions shall be heard at this final approval
15 hearing.

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

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

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

IT IS SO ORDERED.

Dated: _____

HON. THOMAS W. WILLS
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

ANGELA GARCIA, an individual, on behalf
of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

SUNDERSTORM INC., a Corporation;
SUNDERSTORM BAY LLC, a Limited
Liability Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22CV001827

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Thomas W. Wills
Dept: 15

Date Filed: June 29, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Angela Garcia (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Sunderstorm Inc. and Sunderstorm Bay LLC (“Defendants”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on _____
5 before the Honorable Thomas W. Wills.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Monterey, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Six Hundred Thousand
16 Dollars (\$600,000) 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, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the 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 Hon. Carl J. West (Ret.), an experienced mediator of
27
28

1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

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

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class 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. _____ Class Members will be mailed a
10 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 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

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 \$10,000 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
28

1 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
2 effort in 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 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$ _____ in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$24,000, which shall be allocated \$18,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$6,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$6,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who were employed by Defendants in
19 California and classified as a non-exempt employee at any time during the PAGA Period
20 (February 21, 2021 through July 1, 2023). Pursuant to Labor Code section 2699, subdivision
21 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not
22 indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

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

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

1 All individuals who were employed by Defendants in California and classified as a
2 non-exempt employee at any time during the Class Period (June 29, 2018 through
3 July 1, 2023).

4 16. All persons who meet the foregoing definition are members of the Class, except for
5 those individuals who filed a valid and timely request for exclusion (“opt out”) from the Class.

6 [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class.

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

12 19. The payment of Class Representative Service Payment in the amount of \$_____

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

16 21. The PAGA Penalties amount of \$24,000 is approved and is to be distributed in
17 accordance with the Agreement.

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

21 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
22 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
23 any wrongdoing by Defendants or that this Action is appropriate for class or representative
24 treatment (other than for settlement purposes), and this Settlement cannot be construed to support
25 any claim for subsequent violation penalty rates under the PAGA for the claims released in the
26 Agreement. Neither this Final Approval Order and Judgment, the Agreement, nor any document
27 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may
28 be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever.

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

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

14 25. 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 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

24 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
25 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
26 supervise and adjudicate any dispute arising from or in connection with the distribution of
27 settlement benefits.

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

3 29. Effective on the date when Defendants fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties as set forth on Sections 1.38 and 1.39 of the Settlement
7 Agreement, including the following:

8 (a) All Participating Class Members, on behalf of themselves and their
9 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
10 and assigns, release Released Parties from the Released Class Claims. The "Released Class
11 Claims" are all claims and causes of action that were alleged, or reasonably could have been
12 alleged, based on the facts stated in the Operative Complaint, including all of the following: (a) all
13 class claims stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204,
14 210, 218, 221, 226 et seq, 226.7, 233, 246, 246.5, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198,
15 2802; (b) all claims for unpaid wages, including claims for minimum, overtime, and double-time
16 wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the clock
17 work, the alleged failure to pay for drug testing and other required testing and examinations, the
18 alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the
19 alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates,
20 the alleged improper rounding of time entries, and the alleged unlawful deductions from earned
21 wages; (c) all claims for meal period violations, including claims for late, short, interrupted,
22 rounded, and missed meal periods and the failure to pay premiums at all, or at the correct regular
23 rates, and the alleged failure to properly record meal periods; (d) all claims for rest break
24 violations, including claims for late, short, interrupted, missed, or otherwise improperly controlled
25 rest breaks and the failure to pay premiums at all or at the correct regular rates; (e) all claims for
26 unreimbursed expenses, including, but not limited to, expenses incurred for personal cell phone
27 usage, mileage, and home office expenses; (f) all claims for improper or inaccurate itemized wage
28

1 statements, including any alleged violations of Labor Code Section 226(a)(1)-(9) based on the
2 facts and legal theories contained in the Operative Complaint, including the allegation that the
3 wage statements lacked the total number of hours worked and corresponding rates and the proper
4 legal entity of the employer, and including claims for injuries suffered therefrom; (g) all claims for
5 the untimely payment of wages, including regular, overtime, premium wages, paid sick leave, and
6 reporting time pay to employees under sections 204 and 210 of the Labor Code; (h) all claims for
7 the untimely payment of final wages and associated waiting time penalties under sections 201 to
8 203 of the Labor Code Section; (i) all claims for unpaid sick leave, including claims that paid sick
9 leave was not paid at the correct regular rate of pay; (j) all claims for civil penalties for the alleged
10 failure to pay employees for reporting time pay; and (k) all claims under the Business &
11 Professions Code (including Section 17200 et seq.) premised on the facts, claim, and causes of
12 action alleged in the Operative Complaint. Except as expressly set forth in this Agreement,
13 Participating Class Members do not release any other claims, including claims for vested benefits,
14 wrongful termination, violation of the Fair Employment and Housing Act, discrimination,
15 unemployment insurance, disability, social security, workers' compensation, or Class claims based
16 on facts occurring outside the Class Period.

17 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
18 of themselves and their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
20 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
21 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
22 Notice, which occurred during the PAGA Period, including the following: (a) All class claims
23 stated in the Operative Complaint alleging violations of sections 201, 202, 203, 204 et seq., 210,
24 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
25 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
26 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and applicable Industrial
27 Welfare Commission Wage Order(s) including Industrial Wage Order 7(A)(3); (b) All claims for
28

1 civil penalties for violations of unpaid wages, including unpaid minimum, overtime, and double-
2 time wages, the alleged failure to pay for all time worked, the alleged failure to pay for off the
3 clock work, the alleged failure to pay for drug testing and other required testing and examinations,
4 the alleged failure to pay for temperature checks and symptom questionnaires for Covid-19, the
5 alleged failure to pay for all hours worked at correct rates, including overtime at the correct rates,
6 the alleged improper rounding of time entries, and the alleged unlawful deductions from earned
7 wages; (c) All claims for civil penalties for meal period violations, including late, short,
8 interrupted, rounded, and missed meal periods and the failure to pay premiums at all, or at the
9 correct regular rates, and the alleged failure to properly record meal periods; (d.) All claims for
10 civil penalties for rest break violations, including late, short, interrupted, missed, or otherwise
11 improperly controlled rest breaks and the failure to pay premiums at all or at the correct regular
12 rates; (e) All claims for civil penalties for unreimbursed expenses, including, but not limited to,
13 expenses incurred for personal cell phone usage, mileage, and home office expenses; (f) All claims
14 for civil penalties for inaccurate itemized wage statements, including any alleged violations of
15 Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the PAGA
16 Notice, including the allegation that the wage statements lacked the total number of hours worked
17 and corresponding rates and the proper legal entity of the employer; (g) All claims for civil
18 penalties for the untimely payment of wages, including regular, overtime, premium wages, paid
19 sick leave, and reporting time pay to employees under sections 204 and 210 of the Labor Code; (h)
20 All claims for civil penalties for the untimely payment of final wages and associated waiting time
21 penalties under sections 201 to 203 of the Labor Code Section; (i) All claims for civil penalties for
22 unpaid sick leave, including claims that paid sick leave was not paid at the correct regular rate of
23 pay; (j) All claims for civil penalties for failing to provide suitable seating; (k) All claims for civil
24 penalties for alleged violations of Industrial Wage Order 7(A)(3) for failure to keep time records
25 showing when employees began and ended each shift and meal period; (l) All claims for civil
26 penalties for the alleged failure to pay employees for reporting time pay; and (m) All claims for
27 civil penalties for alleged violations of section 227.3 of the Labor Code. The Released PAGA
28

1 Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
2 termination, violation of the Fair Employment and Housing Act discrimination, unemployment
3 insurance, disability, social security, worker's compensation, and PAGA claims outside of the
4 PAGA Period.

5 (c) Plaintiff and his or her respective former and present spouses,
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
7 and discharge Released Parties from all claims, transactions, or occurrences that occurred through
8 the Effective Date, as fully set forth in the Agreement.

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

14 31. The Court hereby enters judgment in the entire Action as of the filing date of this
15 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
16 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
17 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
18 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

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

20
21 Dated: _____

22 _____
23 HON. THOMAS W. WILLS
24 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
25
26
27
28

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
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ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/03/2023
By Deputy: Cerna, Brenda

Attorneys for Plaintiff

OGLETREE DEAKINS NASH SMOAK & STEWART, P.C.

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Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

ANGELA GARCIA, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

SUNDERSTORM INC., a Corporation;
SUNDERSTORM BAY LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CV001827

**STIPULATION REGARDING CY PRES
BENEFICIARY FOR SETTLEMENT;
[PROPOSED] ORDER**

Judge: Hon. Thomas W. Wills
Dept: 15

Complaint Filed: June 29, 2022

1 Plaintiff ANGELA GARCIA ("Plaintiff") and Defendant SUNDERSTORM INC. and
2 SUNDERSTORM BAY LLC ("Defendants") (collectively, the "Parties"), by and through their respective
3 counsel of record, hereby stipulate and agree as follows:

4 **RECITALS**

5 1. WHEREAS, pursuant to the requirements of the amended California Code of Civil
6 Procedure section 384(b) the Parties have agreed that Children's Advocacy Institute, a non-profit child
7 advocacy organization, shall receive the unclaimed or abandoned class member funds rather than the
8 California Controller's Unclaimed Property Fund.

9 **STIPULATION**

10 Paragraph 5.4 of the Class Action and PAGA Settlement Agreement between Plaintiff and
11 Defendants is amended to provide that the Children's Advocacy Institute will be the *cy pres* beneficiary
12 pursuant to the California Code of Civil Procedure section 384(b) and shall be paid the funds from
13 settlement checks that remain uncashed after 180 days.

14 IT IS SO STIPULATED.

15 Dated: September 29, 2023

16 BLUMENTHAL NORDREHAUG BHOWMIK DE
17 BLOUW LLP

18 By: 
19

20 Norman B. Blumenthal
21 Kyle R. Nordrehaug
22 Jeffrey S. Herman
23 Attorneys for Plaintiff

24 Dated: September 29, 2023

25 OGLETREE DEAKINS NASH SMOAK & STEWART
26 P.C.

27 By: 
28

Michael J. Nader
Alexandra M. Asterlin

Attorneys for Defendants
SUNDERSTORM INC and
SUNDERSTORM BAY LLC

PROPOSED ORDER IN 22CV001827

Pursuant to the Parties' Stipulation, it is so ordered that:

Paragraph 5.4 of the Class Action Settlement Agreement between Plaintiff and Defendants is amended to provide that the Children's Advocacy Institute will be the *cy pres* beneficiary pursuant to the California Code of Civil Procedure section 384(b) and shall be paid the funds from settlement checks that remain uncashed after 180 days

IT IS SO ORDERED.

Dated: October 3, 2023, 2023

By: _____



JUDGE OF THE SUPERIOR COURT
THOMAS W. WILLS

EXHIBIT #3

BLUMENTHAL NORDREHAUG

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

JANUARY 26, 2024

ANGELA GARCIA

RE: SUDNERSTORM BAY LLC
FILE NUMBER: CA2549.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/23/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND CLAIMS.	3.20	850	2,720.00
10/25/21	ND	REVIEW EMAILS AND DOCUMENTS FORM PLAINTIFF REGARDING HARRASMENT AND RETALIATION CLAIMS UNDER DFEH AND CAL. LAB. CODE 1102.5 LEGAL RESEARCH REGARDING THE SAME. RESEARCH DEFENDANT'S FINANCIALS AND BUSINESS OPERATIONS IN CA.	4.10	850	3,485.00
01/20/22	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND OVERTIME VIOLATIONS. LEGAL RESEARCH AND STATUS UPDATE TO PLAINTIFF.	4.50	850	3,825.00
01/31/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
02/14/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE ND	2.80	450	1,260.00
02/17/22	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.50	850	3,825.00
02/18/22	SB	DRAFT ORIGINAL COMPLAINT	2.80	450	1,260.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/18/22	ND	DRAFT COMPLAINT. CONFERENCE WITH PLAINTIFF TO GO OVER FACTS AND CLAIMS AND OBTAIN APPROVAL.	4.60	850	3,910.00
02/19/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
02/19/22	ND	REVIEW AND REVISE CASE NOTES AND PAGA NOTICE. DISCUSS WITH S. BLUMENTHAL.	2.40	850	2,040.00
05/25/22	JH	REVIEW/ANALYZE DOCS IN FILE; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	4.50	750	3,375.00
06/10/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
06/10/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
<u>TOTAL BILLED HOURS</u>					
JEFF HERMAN		4.50 hr @ 750.00	\$	3,375.00	
NICK DEBLOUW		23.30 hr @ 850.00	\$	19,805.00	
SCOTT BLUMENTHAL		16.40 hr @ 450.00	\$	7,380.00	
TOTAL PROFESSIONAL SERVICES			44.20		<u>\$ 30,560.00</u>
COSTS ADVANCED					
02/21/22	PAGA FILING FEE				<u>75.00</u>
TOTAL COSTS ADVANCED					<u>\$ 75.00</u>
TOTAL CURRENT CHARGES					<u>\$ 30,635.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 01/26/2024
Due On: 02/25/2024

Angela Garcia
1729 Humboldt Drive
Salinas, CA 93906

CA2549

Sunderstorm, Inc.; Sunderstorm Bay LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/20/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	06/28/2022	Review & analyze case notes/damage analysis	0.40	\$675.00	\$270.00
Service	06/28/2022	Review & analyze employment file documents	0.60	\$675.00	\$405.00
Service	06/28/2022	Review, edit & finalize class action complaint draft	2.40	\$675.00	\$1,620.00
Service	06/28/2022	Draft PAGA only representative action complaint	2.80	\$675.00	\$1,890.00
Service	06/29/2022	Draft summons and civil case cover sheet re class action	0.40	\$675.00	\$270.00
Service	06/29/2022	Draft summons and civil case cover sheet re paga only action	0.40	\$675.00	\$270.00
Service	06/29/2022	Review class action complaint package; file in Monterey Sup. Ct.	0.70	\$675.00	\$472.50
Service	06/30/2022	Review court returned documents re class action; review CMC order; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	06/30/2022	Review & finalize paga only complaint package; file in Monterey Sup. Ct.	0.60	\$675.00	\$405.00
Service	06/30/2022	Review court returned documents re paga action; review CMC order; memo to firm re judicial/departement	0.50	\$675.00	\$337.50

		assignment and status of initial case management conference			
Service	08/19/2022	Prepare initial documents for service of process; identify registered agents; send out for service re class case via Knox	0.75	\$675.00	\$506.25
Service	08/19/2022	Prepare initial documents for service of process; identify registered agents; send out for service re paga case via Knox	0.75	\$675.00	\$506.25
Service	08/19/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	08/30/2022	File Proof of Service of Summons re class action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	08/30/2022	File Proof of Service of Summons re PAGA action; memo to firm re post-service written discovery	0.50	\$675.00	\$337.50
Service	09/28/2022	Review complaint, case notes and exhibit book; revise and finalize draft discovery requests to Defendant Sunderstorm Inc.	2.50	\$750.00	\$1,875.00
Service	09/29/2022	Review/analyze Defendant's answer to complaint; correspondence with defense counsel	0.50	\$750.00	\$375.00
Service	10/07/2022	Prepare for and attend meet and confer call with defense counsel; advise team	0.70	\$750.00	\$525.00
Service	10/12/2022	Preliminary meet and confer communications with Counsel and JSH re: Discovery.	0.50	\$675.00	\$337.50
Service	10/17/2022	Prepare for and attend meet and confer call with defense counsel; advise team	0.50	\$750.00	\$375.00
Service	10/18/2022	Review CMC stmt	0.40	\$750.00	\$300.00
Service	10/21/2022	Review/analyze Defendant's CMC stmt	0.40	\$750.00	\$300.00
Service	11/01/2022	Prepare and appear for CMC; advise team	1.50	\$750.00	\$1,125.00
Service	11/17/2022	Correspondence re mediators; discuss with team	0.40	\$750.00	\$300.00
Service	12/05/2022	Review file; draft/revise stip to stay pending mediation; circulate to Defendants for review	0.60	\$750.00	\$450.00
Service	12/13/2022	Review Defendant's revisions to stip to stay; further revise, finalize, and circulate for execution; draft/revise corresponding PAGA stipulation and circulate	0.80	\$750.00	\$600.00
Service	12/14/2022	Finalize, execute and prepare stipulations for filing	0.30	\$750.00	\$225.00
Service	12/15/2022	Reviewed case file including complaint, correspondence, case notes and documents and drafted Mediation Data Request. Communicated with team. Called and emailed client re wage statements.	2.40	\$675.00	\$1,620.00

Service	12/22/2022	Reviewed file, docket, case notes, complaint and documents. Drafted and sent Mediation Data Request to AJB for approval.	2.40	\$675.00	\$1,620.00
Service	12/23/2022	Review/revise draft mediation data request; advise SP	0.40	\$750.00	\$300.00
Service	01/04/2023	Review Order granting stip; circulate and advise team	0.30	\$750.00	\$225.00
Service	03/09/2023	Discuss with SP re meet and confer with defense counsel re mediation data	0.40	\$750.00	\$300.00
Service	03/10/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	04/05/2023	Review and analyze data produced for mediation purposes. Review discovery to date. Analyze court docket and case file. Status update to Plaintiff.	4.70	\$850.00	\$3,995.00
Service	04/06/2023	Review pay stub exemplars for 226(a), 204, and overtime violations. Legal research regarding the same. Analyze Defendant's wage and hour documents.	4.20	\$850.00	\$3,570.00
Service	04/13/2023	Review individual damages and penalties. Legal research regarding 2802 and 204 claims. Analyze suitable seating claims. Legal research.	3.70	\$850.00	\$3,145.00
Service	04/17/2023	Review/analyze of Defendant's mediation data production; circulate	1.00	\$750.00	\$750.00
Service	04/19/2023	Review previous settlements with similar workweeks and claims for mediation valuation. Conference with Plaintiff to obtain facts for mediation brief.	3.50	\$850.00	\$2,975.00
Service	04/21/2023	Draft mediation brief. Analyze facts and law.	6.00	\$850.00	\$5,100.00
Service	04/22/2023	Review and revise mediation brief.	3.40	\$850.00	\$2,890.00
Service	04/24/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	04/25/2023	Review file; update exhibit book; advise AJB for purposes of mediation brief; revise mediation brief	2.50	\$750.00	\$1,875.00
Service	04/27/2023	Review/analyze Defendant's additional mediation data production; update file and advise team; assess impact on mediation brief	1.50	\$750.00	\$1,125.00
Service	05/01/2023	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	05/01/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	05/01/2023	Review and analyze MOU terms and mediation notes. Call with Plaintiff to discuss terms and obtain signature.	1.30	\$850.00	\$1,105.00
Service	05/02/2023	Review/analyze MOU; discuss mediation with AJB	0.60	\$750.00	\$450.00
Service	05/02/2023	Review MOU and docs, analyze re settlement issues.	2.75	\$995.00	\$2,736.25

Advise AJ.					
Service	05/08/2023	Reviewed case docket and file. Reviewed MOU. Drafted Joint Status Conference and OSC Statement. M&C with Counsel re: Statement. Revised and finalized SC Statement. Arranged for filing and service of SC Statement.	1.70	\$675.00	\$1,147.50
Service	05/08/2023	Review file and draft joint report; assess Defendant's proposed revisions	0.50	\$750.00	\$375.00
Service	05/08/2023	Execute and finalize Proof of Service Re: Joint Case Management Conference and Order to Show Cause Re: Consolidation Statement. Process and submit Joint Case Management Conference and Order to Show Cause Re: Consolidation Statement for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	05/19/2023	Draft Case Management Statement: Reviewed file, planned and prepared for upcoming CMC and OSC.	0.80	\$450.00	\$360.00
Service	05/19/2023	Review and research court case docket to confirm 5/23/2023 (Class) - CMC and OSC re Consolidation Hearing is still on calendar. Review court appearance requirements. Obtain information for zoom/remote appearance. Email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
Service	05/21/2023	Review MOU; assess procedural posture; draft longform settlement agreement; discuss with ND and KN	3.00	\$750.00	\$2,250.00
Service	05/22/2023	Further discuss longform with KN; revise accordingly; draft/revise stipulation to stay and to file FAC; circulate to Defense Counsel for Review	2.00	\$750.00	\$1,500.00
Service	05/22/2023	Analysis of questions and issues from JH; advise JH	0.40	\$950.00	\$380.00
Service	05/22/2023	Draft: Reviewed and analyzed MOU; Reviewed and revised Joint Stipulation; Planned and prepared for upcoming CMC and OSC.	2.70	\$450.00	\$1,215.00
Service	05/22/2023	Draft Joint Stipulation and [Proposed] Order to Stay Matter Pending Settlement. Forward to attorney Moran for review and finalization.	1.00	\$250.00	\$250.00
Service	05/22/2023	Review and research court case docket to check for tentative ruling in preparation for the 05/23/2023- (Class) - CMC and OSC re Consolidation.	0.20	\$250.00	\$50.00
Service	05/22/2023	Correspondence with JSH. Reviewed Class Complaint, PAGA Complaint and MOU. Drafted First Amended Class and Representative Action Complaint Draft and sent to Team.	2.90	\$675.00	\$1,957.50
Service	05/23/2023	Attended Case Management Conference and Order to Show Cause re Consolidation hearing.	2.40	\$450.00	\$1,080.00

Service	05/30/2023	Review/analyze Defendant's proposed revisions to draft longform settlement agreement; discuss with KN and respond to defense counsel	1.00	\$750.00	\$750.00
Service	05/30/2023	Review draft Agreement; analysis of Defendant's email regarding revisions; advise JH	1.00	\$950.00	\$950.00
Service	05/30/2023	Revised FAC to include additional COA's per revised MOU. Sent to Defense Counsel.	3.10	\$675.00	\$2,092.50
Service	05/30/2023	Receipt and Review of Correspondence: Reviewed and analyzed Defendant's email re settlement.	0.20	\$450.00	\$90.00
Service	06/05/2023	Review/analyze correspondence from defense counsel re proposed solution re missing verification data	0.40	\$750.00	\$300.00
Service	06/07/2023	Review/analyze Defendant's proposed revisions to longform agreement; discuss with KN; finalize stip and draft FAC and send to Defendant for execution	1.50	\$750.00	\$1,125.00
Service	06/08/2023	Execute and finalize Proof of Service. Process and submit Stipulation and [Proposed] Order For Leave To File First Amended Class and Representative Action Complaint and Proof of Service to Court for filing via One Legal and serve via email. Create internal task to follow up/monitor on signed order.	0.60	\$250.00	\$150.00
Service	06/12/2023	Review file; revise draft joint report; advise TM	0.40	\$750.00	\$300.00
Service	06/12/2023	Draft Case Management Statement: Drafted Case Management Conference Statement; Numerous emails to and from opposing counsel regarding CMC; Revised and finalized CMC Statement.	2.50	\$450.00	\$1,125.00
Service	06/12/2023	Execute and finalize Proof of Service. Process and submit Joint Case Management Conference Statement and Proof of Service to Court for filing via One Legal and serve via email.	0.40	\$250.00	\$100.00
Service	06/12/2023	Research Superior Court case docket and One Legal and follow up on Order for Leave To File First Amended Class and Representative Action Complaint.	0.20	\$250.00	\$50.00
Service	06/14/2023	Review Defendant's additional revisions to longform agreement; discuss with KN and advise defense counsel	0.60	\$750.00	\$450.00
Service	06/14/2023	Review revised draft of the Agreement; review memo from JH; respond to issues; emails with Admin re issue; advise JH regarding revisions and next steps to final agreement	2.00	\$950.00	\$1,900.00
Service	06/14/2023	Research Superior Court case docket and One Legal and follow up on Order for Leave To File First Amended Class and Representative Action Complaint.	0.20	\$250.00	\$50.00
Service	06/20/2023	Research Court Case Docket and One Legal to obtain the status of Order To File First Amended Class and	0.40	\$250.00	\$100.00

		Representative Action Complaint. Order Appears on docket. Correspondence with One Legal re obtaining a copy.			
Service	06/20/2023	Review and research court case docket to confirm 6/27/2023 (Class/PAGA) - CMC and OSC on Defendant re failure to appear – is still on calendar. Review court appearance requirements. Obtain information for zoom/remote appearance. Email correspondence to appearing attorney to advise.	0.30	\$250.00	\$75.00
Service	06/26/2023	Review and research court case docket to check for tentative ruling in preparation for the 6/27/2023-(Class/PAGA) - CMC and OSC on Defendant re failure to appear. No tentative. Instructions to Attorney to appear tomorrow accordingly.	0.20	\$250.00	\$50.00
Service	06/26/2023	Coordinate with Knox Attorney Service and Request Knox obtain a copy of the Order For Leave To File First Amended Class and Representative Action Complaint.	0.30	\$250.00	\$75.00
Service	06/27/2023	Prepared and appeared for hearing. Drafted post hearing order and updated file.	2.70	\$675.00	\$1,822.50
Service	06/27/2023	Receive and review Order For Leave To File First Amended Class and Representative Action Complaint which was obtain by Knox Attorney Service. Upload to file and advise of receipt to attorneys.	0.20	\$250.00	\$50.00
Service	06/27/2023	Execute and finalize Proof of Service. Process and submit First Amended Class and Representative Action Complaint and Proof of Service to Court for filing via One Legal and served via email.	0.50	\$250.00	\$125.00
Service	06/28/2023	Research Superior Court Case Docket and One Legal to obtain the status of the First Amended Complaint. Still in progress.	0.20	\$250.00	\$50.00
Service	06/29/2023	Reviewed correspondence, MOU, Settlement agreement, case docket. Reviewed, revised and finalized Request for Dismissal and arranged for service and filing.	1.10	\$675.00	\$742.50
Service	06/29/2023	Receive and review Filed First Amended Class and Representative Action Complaint. Upload and save to the file. Upload First Amended Class and Representative Action Complaint to the LWDA Website.	0.50	\$250.00	\$125.00
Service	06/29/2023	Prepare Request For Dismissal as to the Paga Matter. Forward to Attorney for review and execution.	0.50	\$250.00	\$125.00
Service	06/30/2023	Execute and finalize Proof of Service. Submit Request for Dismissal as to the PAGA matter and Proof of Service to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	07/03/2023	Obtain and download filed Request For Dismissal (Paga) to the file. Prepare and send email to handling	0.20	\$250.00	\$50.00

		attorney to advise of the same.			
Service	07/05/2023	Review further revisions to Agreement; advise JH	0.75	\$950.00	\$712.50
Service	07/05/2023	Review Defendant's additional revisions to longform further revise and discuss with KN; circulate to Defendant for review/approval	0.80	\$750.00	\$600.00
Service	07/10/2023	Review/analyze Defendant's final revisions to longform; discuss with KN: finalize and circulate for execution.	0.50	\$750.00	\$375.00
Service	07/19/2023	Review draft Agreement; analysis of final issues; respond to JH issues	0.75	\$950.00	\$712.50
Service	07/19/2023	F/u with KN re defendant's revisions to longform; send final draft to defendant for execution	0.40	\$750.00	\$300.00
Service	07/28/2023	Correspondence with defense counsel re finalizing longform; advise KN re exhibits	0.30	\$750.00	\$225.00
Service	07/31/2023	draft Exhibits to settlement; review and finalize Agreement; email Defendant	5.00	\$950.00	\$4,750.00
Service	07/31/2023	Review draft exhibits for settlement.	1.00	\$895.00	\$895.00
Service	08/08/2023	Review Defendant's revisions to draft Class Notice and other exhibits; discuss with KN	0.40	\$750.00	\$300.00
Service	08/16/2023	Review Defendant's revisions to the exhibits; check prior court rulings on exhibits; prepare final versions of Exhibits and email Defendant	1.50	\$950.00	\$1,425.00
Service	08/22/2023	Review final agreement; prepare final exhibits with Agreement; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	08/23/2023	Draft motion for preliminary approval; review Kullar issues and research issues; email staff	3.00	\$950.00	\$2,850.00
Service	08/24/2023	Draft motion for preliminary approval; revise proposed order; emails with staff and NBB; def draft motion to Defendant	3.00	\$950.00	\$2,850.00
Service	08/24/2023	Review draft MPA	0.50	\$750.00	\$375.00
Service	08/24/2023	Telephone conference with Civil Department Calendar Clark inquiring about continuing the Motion to for Preliminary Approval Hearing set by the Court. Prepare and send email correspondence to Attorneys Nordrehaugh regarding process and requirements.	0.20	\$250.00	\$50.00
Service	08/24/2023	Review settlement agreement for conformity with MOU terms. Send to Plaintiff for signature. Follow up for signature.	1.30	\$850.00	\$1,105.00
Service	08/25/2023	Review file; draft declaration of plaintiff Angela Garcia re preliminary approval motion/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50

Service	08/25/2023	Review emails and respond; prepare signed Agreement with final exhibits; email Defendant	1.30	\$950.00	\$1,235.00
Service	08/28/2023	Draft declaration ISO motion; research issues and memo to Admin re estimate; prepare exhibits for decl.	2.75	\$950.00	\$2,612.50
Service	08/28/2023	Review and revise motion for final; prepare proposed order; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	09/19/2023	Review documents and schedule; memo to JH re hearing	0.40	\$950.00	\$380.00
Service	09/28/2023	Review file and MPA; discuss with KN in preparation for hearing; check tentative ruling	0.70	\$750.00	\$525.00
Service	09/28/2023	Review and research court case docket to confirm 09/29/2023 (Class/PAGA) - Hearing re Prelim Approval Hearing still on calendar. Check for tentative ruling in preparation for the hearing. Email correspondence to appearing attorney Herman and advise.	0.20	\$250.00	\$50.00
Service	09/29/2023	Review MPA; prepare and appear for hearing on MPA; discuss with KN; draft/revise stip re Cy Pres per Court orders circulate to Defendant for review\	2.00	\$750.00	\$1,500.00
Service	09/29/2023	Execute and finalize Proof of Service. Process and submit the Stipulation Regarding CY Pres Beneficiary for Settlement [Proposed] Order for filing via Knox and served via email.	0.50	\$250.00	\$125.00
Service	09/29/2023	Draft shell for Stipulation Regarding CY Pres Beneficiary for Settlement [Proposed] Orde	0.50	\$250.00	\$125.00
Service	10/06/2023	Coordinate wit Knox Attorney Service and submit request to obtain a copy of the Order for Preliminary Approval and Stip/Order for the Cy Pres beneficiary which per the Court Case docket was entered on 10/03/2023.	0.30	\$250.00	\$75.00
Service	10/09/2023	Review and Analyze: Reviewed and analyzed the Court's Preliminary Approval Order.	0.20	\$450.00	\$90.00
Service	10/09/2023	Review preliminary approval order; circulate and advise team	0.30	\$750.00	\$225.00
Service	10/09/2023	Receive review filed order for Preliminary Approval and the Stip/order which was obtained via Knox. Upload to the electronic file and forward to handling attorneys.	0.20	\$250.00	\$50.00
Service	10/12/2023	Review Admin emails; revise revised timeline; review revised formatted notice; respond	0.50	\$950.00	\$475.00
Service	10/17/2023	Review preliminary calculations; doublecheck and respond.	0.40	\$950.00	\$380.00
Service	11/14/2023	respond to Def email and work i[on request by Defendant	0.40	\$950.00	\$380.00

Service	12/07/2023	Communication with client. Updated telephone and email address. Discuss with NJD.	0.40	\$675.00	\$270.00
Service	12/13/2023	Review/analyze admin decl; discuss with KN	0.30	\$750.00	\$225.00
Service	01/12/2024	Review/analyze preliminary approval order and settlement agreement; review attorney time/costs entries for analyzing loadstar; draft motion for final approval and supporting memorandum; circulate to KN for review and discuss	3.50	\$750.00	\$2,625.00
Service	01/17/2024	Review and revise motion for final approval; review billing for accuracy; update approval outline; memo to staff; email draft motion to the Defendant	3.00	\$950.00	\$2,850.00
Service	01/17/2024	Review and revise Administrator declaration; double check calculations and spreadsheet; email Admin.	0.75	\$950.00	\$712.50
Service	01/18/2024	Review KN revisions to FMA/Fee brief; draft supporting declaration; circulate to KN and discuss	2.00	\$750.00	\$1,500.00
Service	01/26/2024	Review and revise Declaration ISO motion; review billing for accuracy; prepare exhibits	1.50	\$950.00	\$1,425.00
Service	01/26/2024	Review and revise motion for final approval; prepare motion for filing; finalize proposed order; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Services Subtotal				\$128,563.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/29/2022	Onelegal/Filing Fee	1.00	\$1,494.06	\$1,494.06
Expense	06/30/2022	Onelegal/Filing Fee	1.00	\$464.56	\$464.56
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$60.55	\$60.55
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$145.65	\$145.65
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$76.75	\$76.75
Expense	08/31/2022	KNOX - Filing and Messenger Service.	1.00	\$157.45	\$157.45
Expense	08/31/2022	Onelegal/Filing Fee	1.00	\$124.57	\$124.57
Expense	08/31/2022	Onelegal/Filing Fee	1.00	\$124.57	\$124.57
Expense	09/02/2022	Onelegal Fee/Filing Fee	1.00	\$16.57	\$16.57
Expense	09/02/2022	Onelegal Fee/Filing Fee	1.00	\$16.57	\$16.57
Expense	10/12/2022	filing via One Legal	1.00	\$16.57	\$16.57
Expense	10/18/2022	One Legal ID. 19123292	1.00	\$16.57	\$16.57

Expense	10/18/2022	One Legal ID. 19123249	1.00	\$16.57	\$16.57
Expense	10/24/2022	filing via One Legal	1.00	\$16.57	\$16.57
Expense	12/19/2022	JAMS mediation fees - Judge West.	1.00	\$8,475.00	\$8,475.00
Expense	12/29/2022	One Legal Invoice - 04634882	1.00	\$37.32	\$37.32
Expense	12/30/2022	One Legal Invoice - 04637846	1.00	\$37.32	\$37.32
Expense	05/08/2023	court filing via One Legal	1.00	\$17.04	\$17.04
Expense	05/24/2023	Berger Consulting Fee.	1.00	\$4,110.00	\$4,110.00
Expense	06/02/2023	Lexisnexis	1.00	\$91.00	\$91.00
Expense	06/09/2023	filing via One Legal	1.00	\$17.04	\$17.04
Expense	06/12/2023	One Legal Invoice No. 05062439 (Class)	1.00	\$30.37	\$30.37
Expense	06/29/2023	Filing via One Legal	1.00	\$17.04	\$17.04
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$156.25	\$156.25
Expense	06/30/2023	Filing via One Legal	1.00	\$17.04	\$17.04
Expense	07/03/2023	Lexis Nexis	1.00	\$926.00	\$926.00
Expense	08/02/2023	LexisNexis	1.00	\$385.00	\$385.00
Expense	08/29/2023	Filing Fee - one legal - motion	1.00	\$78.96	\$78.96
Expense	09/01/2023	Lexis Nexis	1.00	\$429.00	\$429.00
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$32.75	\$32.75
Expense	10/02/2023	LexisNexis	1.00	\$352.00	\$352.00
Expense	11/15/2023	KNOX Filing and Messenger Service	1.00	\$161.75	\$161.75
Expense	11/15/2023	KNOX Filing and Messenger Service	1.00	\$175.00	\$175.00
Expense	11/30/2023	KNOX Filing and Messenger Service	1.00	\$23.75	\$23.75
Expense	12/03/2023	LexisNexis	1.00	\$693.00	\$693.00
Expense	01/02/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	01/26/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$19,730.21	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	9.0	\$895.00	\$8,055.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25

Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	28.1	\$850.00	\$23,885.00
Ricardo Ehmann	14.7	\$675.00	\$9,922.50
Jeffrey Herman	36.7	\$750.00	\$27,525.00
Trevor Moran	8.8	\$450.00	\$3,960.00
Kyle Nordrehaug	34.4	\$950.00	\$32,680.00
Sergio Puche	17.2	\$675.00	\$11,610.00
Heather Drosi	9.0	\$250.00	\$2,250.00
Subtotal			\$148,293.96
Total			\$148,293.96

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	02/25/2024	\$148,293.96	\$0.00	\$148,293.96
Outstanding Balance				\$148,293.96
Total Amount Outstanding				\$148,293.96

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			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)

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

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

EXHIBIT #6

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

ANGELA GARCIA, an individual, on behalf)
of herself, on behalf of all persons similarly)
situated,)

Plaintiff,

vs.)

SUNDERSTORM INC., a Corporation;)
SUNDERSTORM BAY LLC, a Limited)
Liability Corporation; and DOES 1 through)
50, inclusive,)

Defendants.)

Case No. 22CV001827

**DECLARATION OF ANGELA
GARCIA IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: September 29, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Thomas W. Wills

Dept.: 15

Action Filed: June 29, 2022

Trial Date: Not set

1 I, Angela Garcia, 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. I worked for the defendants ("Sunderstorm") in California from December of 2018 to
10 October of 2021 and was classified by Sunderstorm as a non-exempt employee during that time
11 period.
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 ILYM Group, the settlement administrator. I am not aware of any other pending matter or action
19 asserting claims that will be extinguished or adversely affected by this settlement.
20

21 5. I decided to file this class action lawsuit and be a plaintiff/class representative because
22 I felt that my legal rights as an employee and others like me were violated. For example, I
23 regularly did not receive compliant meal and rest breaks which were either late, interrupted or
24 missed entirely. This is because, for example, in order to stay on schedule with various
25 appointments and Sunderstorm's demanding daily schedule, which included a significant amount
26 of driving between scheduled meetings, I simply could not enjoy the benefit of compliant meal
27

1 and rest breaks. Also, I did not receive all the meal break premium payments I should have
2 received for these violations and never received a rest break premium payment. Also, I was paid
3 certain non-discretionary bonuses during pay periods where I also earned overtime but my
4 regular rate was not adjusted to account for the bonus payments. I was underpaid overtime as a
5 result. I was also not paid any wages at all for work done off the clock such as when I had to
6 communicate with various clients to book appointments for ensuing work days. In addition, I
7 was not reimbursed fully and/or reimbursed at all for various types of business-related expenses I
8 incurred on behalf of the company, such as cell phone charges, vehicle mileage and home office
9 expenses.
10

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

20 7. Even though this action is in the process of settling, I was and remain prepared to
21 perform all the duties of a class representative. I understand that as a class representative I have
22 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
23 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
24 benefit of the class members and surrender any right to compromise the group action for an
25 individual gain.
26

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

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

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

11. A mediation took place on May 1, 2023 with Hon. Carl J. West (Ret.), a former judge and well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a

1 very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum
2 of Understanding on May 3, 2023 and when the final settlement papers were ready, I closely
3 reviewed the Settlement Agreement which I signed on August 24, 2023.

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

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

18 14. I believe I did the right thing by filing this case on behalf of the class members who,
19 subject to court approval, are in line to receive monetary payments as a result of this case and
20 settlement. This is money they may never have ever gotten if I did not pursue this action on their
21 behalf. I feel significant personal satisfaction to know that I played a role in the class members
22 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
23 the requested Class Representative Service Payment of \$10,000 from the settlement is fair
24 compensation for the work I performed and the risks I undertook.
25

26 15. As part of the settlement it was necessary for me to sign a general release of all
27

1 claims I may have against Sunderstorm. I believe the Class Representative Service Payment I
2 have requested provides me with some compensation for this agreed release.

3
4 16. In light of all the time and effort I have spent on this case, the risk I undertook by
5 suing a former employer, the exposure to being responsible for paying Sunderstorm's costs in the
6 event we did not win the case, the reputational risk that future employers may hold this lawsuit
7 against me, the general release, and in light of the size of the settlement, I believe the request for
8 \$10,000 as a Class Representative service payment is fair and reasonable.

9
10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed on Aug 25, 2023, at Salinas, CA
13 (city, state)

14 
15 Angela Augustina Carranza (Aug 25, 2023 15:51 PDT)
16 Angela Garcia