

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Firmsite: www.bamlawca.com

11 Attorneys for Plaintiff

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

13 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

14 DENNIS EBERWEIN, an individual, on
15 behalf of himself and on behalf of all
16 persons similarly situated, and on behalf of
17 the State of California, as a private
18 attorney general,

19 Plaintiff,

20 vs.

21 PSG CALIFORNIA LLC, a Limited
22 Liability Company; and DOES 1 through
23 50, inclusive,

24 Defendants.

Case No. CIVSB2207161

[Consolidated with CIVSB2211719]

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

Hearing Date: October 31, 2023

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated June 20, 2023]

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: April 8, 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 Dennis Eberwein ("Plaintiff") in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

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

1 California LLC (“Defendant”) reached a full and final settlement of the above-captioned action, which
2 is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement,
3 the Gross Settlement Amount to be paid by Defendant is One Million Four Hundred Thousand Dollars
4 (\$1,400,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount
5 consists of the following elements: (1) payment of the Individual Class Payments to the Participating
6 Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
7 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the
8 PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

12 (c) Within fifteen (15) days of the Effective Date, Defendant 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 funding. (Agreement at ¶ 5.1.)

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

26 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
27 the Court by mailing the notice packets after updating class members’ addresses using the National
28 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such

1 notices to any forwarding address provided or updated address located. Declaration of Chantel Soto-
2 Najera ("Soto-Najera Decl.") ¶¶ 2-8. Class Members were permitted to exclude themselves or "opt out"
3 if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Soto-Najera Decl. ¶
4 4, Exh. A. Five (5) Class Members submitted valid requests for exclusion. Soto-Najera Decl. ¶ 12. The
5 remaining Class Members are deemed Participating Class Members who are bound by the Settlement and
6 will be entitled to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees,
7 including those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties
8 and will remain subject to the release of the PAGA Released Claims regardless of their request for
9 exclusion. (Agreement at ¶ 6.3.) Finally, the Class Notice advised the Class Members of their right to
10 object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

11 (f) A Participating Class Member must cash his or her Individual Class Payment check within
12 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
13 be voided and any funds represented by such checks to the California Controller's Unclaimed Property
14 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements
15 of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)

16 (g) CPT Group, Inc. was appointed by the Court as the Administrator for the Settlement.
17 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
18 administration in an amount not to exceed \$13,500. (Agreement at ¶ 3.2(c).) As set forth in the Soto-
19 Najera Decl. at ¶ 16, the Administration Expenses Payment, including fees and costs incurred to-date,
20 as well as anticipated fees and costs for completion of the settlement administration, are \$11,000.

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

1 (i) Subject to Court approval, Thirty Thousand Dollars (\$30,000) will be paid from the Gross
2 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor
3 Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code § 2699(i),
4 the PAGA Payment shall be allocated as follows: 75% (\$22,500) shall be allocated to the Labor
5 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$7,500) allocated
6 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number
7 of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof
8 of service, the LWDA has been served with this motion and the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
10 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
11 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
12 Settlement valued at \$1,400,000 is an excellent result for the Class. This result is particularly favorable
13 in light of the fact that liability and class certification in this case were far from certain in light of the
14 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
15 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
16 settlement is fair, reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated June 20, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
20 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 19,
21 2023, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
22 each class member with the terms of the Settlement, including notice of the claims at issue and the
23 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
24 sought, how individual settlement awards would be calculated, and the specific, estimated payment
25 amount to that individual. See Soto-Najera Decl. ¶ 7, Exh. A. In disseminating the notice, the
26 Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order.
27 Significantly, there have been no objections and only five (5) valid requests for exclusion. Soto-Najera
28 Decl. ¶¶10, 12. As such, nearly the entire Class will participate in the Settlement and will be sent a

1 settlement check. *See* Soto-Najera Decl. at ¶ 13.

2
3 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
4 Class Members were not properly paid all overtime wages for hours worked, were not provided meal and
5 rest periods, were not timely paid earned wages, were not provided reimbursement for required expenses,
6 were not provided accurate itemized wage statements, were not paid all wages at the time of termination.
7 The Action seeks unpaid wages, penalties, attorney fees, litigation costs, and any other equitable or legal
8 relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing claims.

9
10
11 6. Procedural History of the Litigation

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

26 (b) On June 7, 2022, Plaintiff filed a Complaint in the Superior Court of the State of California,
27 County of San Bernardino seeking civil penalties under the Labor Code Private Attorneys General Act
28 of 2004 ("PAGA") against Defendant based upon the same alleged violations as in the class action.

1 (c) The Parties filed a stipulation to consolidate the Class Action and PAGA Action. On April
2 10, 2023, the Parties filed a First Amended Consolidated Class and Representative Action Complaint,
3 which consolidated the claims in the Action with the PAGA Action. This First Amended Consolidated
4 Class and Representative Action Complaint is referred to as the Operative Complaint.

5 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
6 production of documents, class data, and other information, allowing for the full and complete analysis
7 of liabilities and defenses to the claims in the Action. Plaintiffs performed extensive informal discovery,
8 which included the production and analysis of hundreds of pages of documents. The information for
9 mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data for the class and
10 time punch data covering 102 employees and 38,423 work shifts; (3) Defendant's wage and hour policies
11 and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of wage statements
12 provided by Defendant. As such, Class Counsel received the data and information for the Class, which
13 was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

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

20 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
21 to mediation, the Parties engaged in the above investigation and the exchange of documents and
22 information in connection with the Action. On February 10, 2023, the Parties participated in an all-day
23 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
24 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
25 to settle the Action based upon a mediator's proposal which was memorialized in the form of a
26 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
27 in the Agreement. At all times, the negotiations were arm's length and contentious.

28 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any

1 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
2 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
3 among other things, that it has properly compensated the Class Members on a salary basis and complied
4 at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations.
5 Further, Defendant contends that class certification is inappropriate for any reason other than for
6 settlement. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further
7 contends that the Action is appropriate for class certification on the basis that the claims meet the
8 requisites for class certification. Without admitting that class certification is proper, Defendant has
9 stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.8.) The
10 Parties agree that certification for settlement purposes is not an admission that class certification is
11 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
12 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
13 stipulate and agree that the requisites for establishing class certification with respect to the Class are
14 satisfied.

15 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
16 the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against
17 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
18 access to necessary information for the Class. In addition, Class Counsel previously negotiated
19 settlements with other employers in actions involving nearly identical issues and analogous defenses.
20 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
21 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
22 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
23 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
24 appellate issues.

25 26 7. History of Settlement Discussions

27 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
28 before an experienced and well-respected mediator. Defendant has expressly denied and continue to

1 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
2 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
3 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
4 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
5 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
6 litigated and certified similar claims against other employers.

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

14 (c) From February 2023 to April 2023, the settlement agreement and exhibits thereto were
15 drafted, finalized and executed, and then presented by motion to this Court for preliminary approval. On
16 June 20, 2023, the Court issued its Order granting preliminary approved of the settlement as fair and
17 reasonable to the Class.

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

20
21 8. The outcome of this case would have been uncertain and fraught with risks.

22 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
23 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
24 applicable Labor laws. Defendant argued that all work time was properly recorded. Defendant contends
25 that its meal and rest period policies fully complied with California law and Defendant did not fail to
26 provide the opportunity for legally required meal and rest breaks. Defendant could show that meal period
27 premiums were paid in instances where there was a potential violation to show the lawfulness of their
28 meal period practices. As to expense reimbursement, Defendant contended that it did not fail to provide

1 reimbursement for necessary business expenses and that there were no such expenses that had not already
2 been reimbursed or that claimed expenses were incurred voluntarily and/or for the convenience of
3 employees and is therefore not required reimbursement. Defendant argued that the decisions in *Brinker*
4 *v. Superior Court*, 53 Cal. 4th 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096,
5 1108 (2003), and *Salazar v. See's Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's
6 claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
7 argues that based on its facially lawful practices, it acted in good faith and without willfulness, which if
8 accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. If
9 successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class.
10 While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have
11 merit and therefore present a serious risk to recovery by the Class.

12 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
13 to obtain class certification and thereby not recover on behalf of any employees other than himself.
14 Defendant argued that the individual experience of each putative class member varied with respect to the
15 claims. Defendant could also contest class certification by arguing injury and good faith were case-by-
16 case determinations that precluded class certification. Plaintiff is aware of other cases where class
17 certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th 885 (2019)
18 (denying certification of rest break claims). Finally, even if class certification was successful, as
19 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
20 4th 1 (2014), there are significant hurdles to overcome for a class wide recovery even where the class has
21 been certified. While other cases have approved class certification in wage and hour claims, class
22 certification in this action would have been hotly disputed and was by no means a foregone conclusion.

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

1 and length of a trial against Defendant through possible appeals which could take at least another two
2 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
3 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
4 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
5 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
6 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and
7 Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their
8 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement
9 is in the best interest of the Class.

10 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
11 to Plaintiff's claims. As set forth in the Declaration of Kyle Nordrehaug filed in support of preliminary
12 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
13 favorably to the value of the claims. Based upon 454 Class Members who collectively worked 53,000
14 Workweeks, the Gross Settlement Amount provides a value of \$3,083 per Class Member and \$26 per
15 Workweek and after deductions, the Net Settlement Amount provides an average recovery of \$1,882 per
16 Class Member and a recovery of \$16.12 per Workweek. The PAGA Penalties 25% allocation to the 312
17 Aggrieved Employees calculates to \$24 per Aggrieved Employee and \$0.72 per PAGA Pay Period. The
18 calculations to compensate for the amount due to the Class Members at the time this Settlement was
19 negotiated were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class
20 Counsel analyzed the data for putative class members and determined the potential maximum damages
21 for the class claims. For the Class, the maximum value of the claim for unpaid wages due to alleged off-
22 the-clock work was \$1,825,575, the maximum potential damages for unpaid meal premiums were
23 estimated to be \$2,137,354 based upon a 38% violation rate and after deduction for meal premiums paid,
24 the maximum potential rest period damages were estimated to be \$2,220,658 based upon the same 53%
25 violation rate, and the maximum potential damages for failure to provide expense reimbursement were
26 calculated to be \$132,900. In total, the damages for the Class were calculated to have a maximum
27 potential total value of \$6,316,487. In addition, Plaintiff calculated that the maximum value of the
28 potential waiting time penalties were \$1,013,800, and the maximum value of the potential wage statement

1 penalties were \$1,040,100.¹ Consequently, the Gross Settlement Amount represents more than 22% of
2 the potential maximum damages at issue for the Class in this case, assuming these amounts could all be
3 proven in full at trial.² The above maximum calculations should then be adjusted in consideration for
4 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
5 amount of the Settlement as compared to the potential value of the claims, the Settlement is most
6 certainly fair and reasonable.³

7 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
8 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
9 defenses both to liability and to class certification. Currently, the maximum and average class member
10 allocation are \$4,187.42 and \$1,900.73, respectively. *See Soto-Najera Decl.* ¶15. Given the complexities
11 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is
12 fair, reasonable and adequate, and should be finally approved.

13 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would
14 prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in
15 the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to class
16

17 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
18 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses
19 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
20 meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class
21 Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
(2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
dispute as to whether and when the wages were due.").

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

24 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
25 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*
26 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
27 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
28 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D.
Cal. 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict 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 full verdict value).

1 certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's
2 case and the risk of establishing class wide liability and damages.

3
4 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

7 (a) Class Counsel successfully negotiated a class action settlement which provides for
8 a common fund settlement to be paid by Defendant PSG California LLC ("Defendant") to the Class in
9 the amount of One Million Four Hundred Thousand Dollars (\$1,400,000) (the "Gross Settlement
10 Amount"). (Class Action and PAGA Settlement Agreement [the "Agreement"] ¶¶ 1.22 and 3.1.) As part
11 of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross
12 Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class
13 Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to one-
14 third of the Gross Settlement Amount.

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

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

25
26 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
27 Created for the Benefit of the Class

28 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to

1 one-third of the Gross Settlement Amount of \$1,400,000, which equals \$466,666 for attorneys' fees.
2 As part of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable
3 litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000.
4 Finally, Defendant also agreed that Plaintiff can be awarded a Class Representative Service Payment in
5 the amount of \$10,000, as his service award under the Agreement.

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

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

23 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
24 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
25 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
26 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
27 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
28 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which

1 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
2 multiplier approved in other cases.

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

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

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

18 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
19 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
20 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
21 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
22 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
23 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
24 Counsel advanced more than \$22,000 in costs which could not have been recovered if this case had been
25 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
26 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
27 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
28 Plaintiff also support the requested awards.

1 (i) In a common fund settlement “[t]he lodestar method is merely a cross-check on
2 the reasonableness of a percentage figure”. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
3 Cir. 2002). In this case, the reasonableness of the requested attorneys’ fee of one-third equal to \$673,299
4 is also established by reference to Class Counsel’s lodestar in this matter. **The contemporaneous billing**
5 **records for Class Counsel evidence that through October 5, 2023, Class Counsel’s total lodestar**
6 **is \$222,580.00**, with significant additional fees still to be incurred to complete final approval and the
7 settlement process. (Exhibits #3 and 4.) The requested fee award is therefore currently equivalent to
8 Class Counsel’s total lodestar with a multiplier of less than 2.1, and there will be additional lodestar
9 incurred by Class Counsel to complete the settlement process and manage the settlement distribution and
10 reports. Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and
11 *Vizcaino*.⁴ As evidenced by the billing, Class Counsel’s work was efficiently performed and highly
12 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
13 this Court may conclude that the requested award is fair and reasonable and is justified under California
14 law.

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

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 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
2 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
3 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
4 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
5 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
6 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
7 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
8 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
9 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.*
10 (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a
11 one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and*
12 *Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
13 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
14 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
15 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*
16 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded
17 a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v.*
18 *Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a
19 one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al.*
20 *v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson
21 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*
22 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher
23 E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10,
24 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
25 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and
26 hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco
27 Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award
28 in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour*

1 *Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award
2 in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical*
3 *Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-
4 third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone*
5 *Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr.
6 awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon*
7 *v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
8 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v.*
9 *Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David
10 Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre*
11 *v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill
12 Talley approved a one-third fee award in a wage and hour class settlement.

13 12. **The contemporaneous billing records for Class Counsel evidence that through**
14 **October 5, 2023, Class Counsel's total lodestar is \$222,580.00**, with significant additional fees still
15 to be incurred to complete final approval and the settlement process. The requested fee award is
16 therefore currently equivalent to Class Counsel's total lodestar with a multiplier of less than 2.1, and
17 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
18 manage the settlement distribution and reports. A detailed breakdown of the total fees and the services
19 performed by the firm on this case is attached hereto as Exhibits #3 and 4.⁵ In addition, Class Counsel
20 will be performing significant additional work that is not included in this lodestar amount, including
21 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
22 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
23 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
24 community for similar work and, if this were a commercial matter, these are the charges that would be
25 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
26

27
28 ⁵ 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 October 5, 2023.

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

23 24 Litigation Expenses

25 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
26 Counsel Litigation Expenses Payment of not more than \$25,000." Class Counsel requests reimbursement
27 for incurred litigation expenses and costs in the amount of \$22,593.15 based upon counsel's billing
28 records. The requested expense reimbursement is less than the not-to-exceed amount identified in the

1 Agreement and the difference will remain in the Net Settlement Amount for distribution to the Class.
2 These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert fees
3 (Berger Consulting Group), attorney service charges (Knox, One Legal), and CourtCall charges, all of
4 which are costs normally billed to and paid by the client. The details of the litigation expenses incurred
5 are set forth in Exhibits #3 and 4 hereto.⁶ These costs were reasonably incurred in the prosecution of the
6 Action.

7
8 Service Award

9 14. For his service as the only class representative, Plaintiff should be awarded the agreed
10 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
11 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
12 payment and there have been no objections to the requested service award. The declaration of Plaintiff
13 Eberwein in support of this request is attached hereto as Exhibit #6. As the sole representative of the
14 Class, the Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked
15 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
16 searching for documents, working with counsel, and reviewing the settlement documentation. As set
17 forth in the Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement,
18 far beyond the class release. The declaration of Plaintiff details the involvement, stress and risks they
19 undertook as a result of this Action. The Plaintiff also assumed the serious risk that he might possibly
20 be liable for costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other
21 future employers for having filed a class action on behalf of fellow former employees. Without the
22 Plaintiff's participation, cooperation and information, no other employees would be receiving any benefit.
23 The payment of service awards to successful class representatives is appropriate and the amount of
24 \$10,000 is well within the currently awarded range for similar settlements. The requested award is also
25 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
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 October 5, 2023.

1 and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas.
2 (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian*
3 *Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class
4 member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015)
5 (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing
6 \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual
7 action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding
8 \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case
9 No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding \$25,000 service award);
10 *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17,
11 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
12 BC423798, Los Angeles County Superior Court (Apr. 21, 2011) (awarding \$15,000 service award);
13 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
14 Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
15 No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding \$10,000 service awards to three
16 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
17 County Superior Court (Mar. 21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
18 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000
19 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
20 Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
21 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service
22 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
23 Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
24 No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service award);
25 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
26 (Aug. 19, 2011) (awarding \$10,000 service award together with additional compensation for their general
27 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
28 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,

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

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

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

12 16. As a result, Class Counsel respectfully requests approval of the application for award of
13 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
14 expenses in the amount of \$25,0000, and approval of the requested service award to the Plaintiff.

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

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 5th day of October 2023, at San Diego, California.

21
22 
23 NORMAN B. BLUMENTHAL

24
25 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [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

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Dennis Eberwein (“Plaintiff”) and Defendant PSG California LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Dennis Eberwein v. PSG California LLC*, Case No. CIVSB2207161, initiated on April 8, 2022 and pending in Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means CPT Group, 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 hourly, non-exempt employees who were employed in California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, Social Security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from April 8, 2018 to the earlier of preliminary approval or May 10, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.
- 1.17. “Defendant” means PSG California, LLC.
- 1.18. “Defense Counsel means Yvonne Arvanitis Fossati, Hazel U. Poei, and Jane J. Kim

of Jackson Lewis P.C..

- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Four Hundred Thousand Dollars (\$1,400,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaint” means the First Amended Consolidated Class and Representative Action Complaint filed in the Action.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from April 8, 2021 to the earlier of preliminary approval or May 10, 2023.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s March 17, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties of \$30,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500) and the 75% to LWDA (\$22,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Dennis Eberwein, the named plaintiff in the Action.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. “Released Class Claims” means all class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, including but not limited to Labor Code §§ 201, 202, 203, 204, 226,

226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 2802. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.40. "Released PAGA Claims" means all PAGA claims pled or which could have been pled based on the factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- 1.41. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On April 8, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino. Plaintiff's Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;
 - (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;

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

2.2. On June 7, 2022, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. CIV SB 2211719 (hereinafter “PAGA Action”).

2.3. On April 10, 2023, the Parties filed a First Amended Consolidated Class and Representative Action Complaint, which consolidated the claims in the Action with the PAGA Action.

2.4. The First Amended Consolidated Class and Representative Action Complaint is the Operative Complaint in the Action.

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

2.6. On February 10, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.7. 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*”).

- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class (including Aggrieved Employees) have merit or that Defendant bears any liability to Plaintiff or the Class (including Aggrieved Employees) on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. 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 other than the class action entitled *Bavadian et al. v. PSG California, LLC*, case number CIVSB 2225695 and the representative action entitled *Bavadian et al. v. PSG California, LLC*, case number CIVSB 2226977 both of which are pending in the Superior Court of the State of California, County of San Bernardino (collectively the "Bavadian Actions").

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,400,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$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). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the

remainder in the Net Settlement Amount and distribute the funds as set forth in Paragraphs 1.23 and 1.24 above. 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 \$466,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant 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 of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$13,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$13,500, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees as set forth in Paragraphs 1.23 and 1.24 above.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$30,000 to be paid from the Gross Settlement Amount, with 75% (\$22,500) allocated to the LWDA PAGA Payment and 25% (\$7,500) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members and Aggrieved Employees as set forth in Paragraphs 1.23 and 1.24 above. 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 and Aggrieved Employees on a pro rata basis as set forth in Paragraphs 1.23 and 1.24 above.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 454 Class Members who collectively worked a total of 53,000 Workweeks, and 312 Aggrieved Employees who worked a total of 10,372 PAGA Pay Periods.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any

extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, 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). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's 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 Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

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

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

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

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.
- 7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement other than Bavadian Actions. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.
- 7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or

potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than Bavadian Actions.

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class

Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) Non-compliant Request for Exclusion will be rejected by the Class Administrator unless otherwise ordered by the Court.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is

entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

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

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for

Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline

for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. Should the actual number of Workweeks in the Class Period exceed 10% of the estimate stated herein in Paragraph 4.1, Defendant will have the option to (1) increase the Gross Settlement Amount proportionally with added Workweeks; or (2) shorten the PAGA Period or Class Period so there is no increase in the number of Workweeks.
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
11. **MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of

this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Media. Following preliminary approval of the Settlement, Plaintiff and Class Counsel will not initiate any communications with the media and, if contacted by the media, will only discuss information publicly available. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the settlement of this Action or any of its terms for any marketing purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

- 13.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant.
- 13.16. 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.
- 13.17. 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
- 13.18. 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(s): norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Yvonne Arvanitis Fossati
Hazel U. Poei

Jane J. Kim
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Tel.: (213) 689-0404
Fax: (213) 689-0430
E-Mail(s): yvonne.fossati@jacksonlewis.com
hazel.poei@jacksonlewis.com
jane.kim@jacksonlewis.com

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

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on February 10, 2023 until the earlier of the Effective Date or 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: Apr 26, 2023


Dennis D Eberwein (Apr 26, 2023 12:36 PDT)

Plaintiff Dennis Eberwein

Dated: _____

[name]

For Defendant PSG California LLC

Jane J. Kim
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Tel.: (213) 689-0404
Fax: (213) 689-0430
E-Mail(s): yvonne.fossati@jacksonlewis.com
hazel.poei@jacksonlewis.com
jane.kim@jacksonlewis.com

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

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on February 10, 2023 until the earlier of the Effective Date or 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.

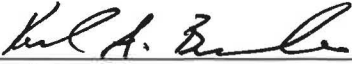
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

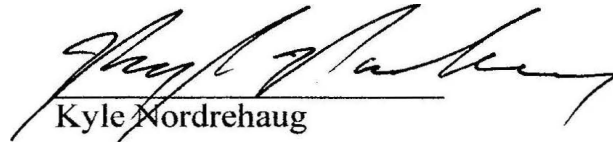
Plaintiff Dennis Eberwein

Dated: 4/27/2023



Karl Buscher
For Defendant PSG California LLC

Dated: 4/26/23



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Yvonne Arvanitis Fossati

Jackson Lewis P.C.

Attorney for Defendant

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 5-1-23 _____



Yvonne Arvanitis Fossati
Jackson Lewis P.C.
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Eberwein v. PSG California LLC*, Superior Court of the State of California,
County of San Bernardino, Case No. CIVSB2207161,
consolidated with Case No. CIVSB2211719**

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant PSG California LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Dennis Eberwein (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (April 8, 2018 to May 10, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (April 8, 2021 to May 10, 2023) (“Aggrieved Employees”).

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected based on whether you act or do not act. Read this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
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	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

Settlement Written Objections Must be Submitted by the Response Deadline _____	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the San Bernardino Superior Court, located at 247 W. 3rd St. San Bernardino, CA 92415, in Department 17 before Judge Joseph T. Ortiz. 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 or by telephone through CourtCall. 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 Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

1. What is action about?

Plaintiff Dennis Eberwein is a former employee of Defendant. The Action alleges Defendant violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act ("PAGA").

Defendant strongly denies that it has done anything wrong, disputes all the claims in the Action, and further contends that it has complied with all laws.

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

So far, the Court has made no determination as to whether Defendant or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has 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. Defendant has agreed to pay an “all in” amount of **One Million Four Hundred Thousand Dollars (\$1,400,000) (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, the PAGA civil penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”), and Individual PAGA Payments to the Aggrieved Employees. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within fifteen (15) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. “Final” means the date the Judgment is entered unless there are objections in which case “Final” means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the 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 \$13,500, for expenses, including expenses for 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 \$466,666, and an additional amount to reimburse actual litigation costs incurred by

Plaintiff not to exceed \$25,000. 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 named Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$30,000 relating to Plaintiff's claim under PAGA, \$22,500 of which will be paid to the LWDA. The remaining \$7,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, which is April 8, 2021 to May 10, 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 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 \$ [REDACTED]. 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 was employed by Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

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

changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members (including penalties and interest on back taxes). Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against the Defendant.

Administrator. The Court has appointed a neutral company, CPT Group (the "Administrator") to send this Class 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 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, 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 class claims pled or could have been pled based on the factual allegations contained in the Operative Complaint which occurred during the Class Period, including but not limited to Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 2802. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, Social Security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, 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 all of the Released PAGA Claims. The "Released PAGA Claims" are all PAGA claims pled or which could have been pled based on the factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

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

5. How much will my payment be?

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

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (April 8, 2018 to May 10, 2023).

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

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (April 8, 2021 to May 10, 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 Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties is \$30,000, of which \$7,500 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed, and dated request to opt out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email 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 *Eberwein v. PSG California LLC* 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 *Eberwein v. PSG California LLC*, Case No. CIVSB2207161. The request to opt out must be completed and signed by you. No other person may opt out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, 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 Attorneys' 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 a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Settlement Website at _____ or on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2207161.

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, *Eberwein v. PSG California LLC*, Case No. CIVSB2207161, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: CPT Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____
Settlement Website: _____

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 by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Yvonne Arvanitis Fossati
Hazel U. Poei
Jane J. Kim
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

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 17 of the Superior Court of California, County of San Bernardino, 247 W. 3rd St. San Bernardino, CA 92415, before Judge Joseph T. Ortiz. 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 service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, either in person or remotely using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. Hearing dates are posted on the Internet via the Case Access page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2207161.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Eberwein v. PSG California LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the 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 *Eberwein v. PSG California*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of San Bernardino (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2207161. If you wish to view the Court files in person, you may do so at the Clerk's Office located at 247 W. 3rd St. San Bernardino, CA 92415.

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.
- 4887-1509-0272, v. 1

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

PSG CALIFORNIA LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,
Defendant,

Defendants.

CASE NO.: CIVSB2207161
[Consolidated with CIVSB2211719]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Joseph T. Ortiz
Dept: 17

Date Filed: April 8, 2022
Trial Date: Not set

This matter came before the Honorable Joseph T. Ortiz of the Superior Court of the State of California, in and for the County San Bernardino, on _____[DATE], for hearing on the unopposed motion by Plaintiff Dennis Eberwein ("Plaintiff") for preliminary approval of the Settlement with Defendant PSG California LLC ("Defendant"). The Court, having considered the

PRELIMINARY APPROVAL ORDER

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

3 **IT IS HEREBY ORDERED:**

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

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

12 3. The Gross Settlement Amount that Defendant shall pay is One Million Four Hundred
13 Thousand Dollars (\$1,400,000). It appears to the Court on a preliminary basis that the settlement
14 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
15 balanced against the probable outcome of further litigation and the significant risks relating to
16 certification, liability, and damages issues. It further appears that investigation and research have
17 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
18 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
19 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
20 of the Action. It further appears that the Settlement has been reached as the result of serious and
21 non-collusive, arms-length negotiations.

22 4. The Court preliminarily finds that the Settlement appears to be within the range of
23 reasonableness of a settlement that could ultimately be given final approval by this Court. The
24 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
25 preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate,
26 and reasonable when balanced against the probable outcome of further litigation and the significant
27 risks relating to certification, liability, and damages issues.

1 5. The Agreement provides for an attorneys' fees award not to exceed one-third of the
2 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
3 proposed a Class Representative Service Payment to Plaintiff in an amount not to exceed \$10,000.
4 The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service
5 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
6 these requests, including lodestar, prior to final approval.

7 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
8 representative treatment and certification of a class for settlement purposes only. This stipulation
9 will not be deemed admissible in this or any other proceeding should this Settlement not become
10 final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all
11 individuals who are or previously were employed by Defendant in California who were classified as
12 hourly, non-exempt employees at any time during the Class Period." The "Class Period" is April 8,
13 2018 to May 10, 2023.

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

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

1 9. The Agreement provides for \$30,000 PAGA Penalties out of the Gross Settlement
2 Amount, of which \$22,500 shall be allocated to the Labor & Workforce Development Agency
3 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
4 pursuant to the PAGA and \$7,500 to the Aggrieved Employees. “Aggrieved Employees” are all
5 individuals who are or previously were employed by Defendant in California who were classified as
6 hourly, non-exempt employees at any time during the Class Period (April 8, 2021 to May 10, 2023).
7 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
8 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

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

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

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

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

24 14. A final approval hearing shall be held before this Court on _____
25 _____ at _____ in Department 17 at the San Bernardino County Superior Court to
26 hear the motion for final approval and the motion for attorneys’ fees and costs, and to determine all
27 necessary matters concerning the Settlement, including: whether the proposed settlement of the
28

1 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
2 and should be finally approved by the Court; whether the Final Approval Order and Judgment
3 should be entered herein; whether the plan of allocation contained in the Agreement should be
4 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
5 fees and costs, service award, and the fees and expenses of the Administrator. All papers in support
6 of the motion for final approval and the motion for attorneys' fees, costs and service awards shall be
7 filed with the Court and served on all counsel no later than sixteen (16) court days before the
8 hearing and both motions shall be heard at this final approval hearing.

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

21 16. In the event the Settlement does not become effective in accordance with the terms of
22 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
23 become effective for any reason, this Order shall be rendered null and void and shall be vacated, and
24 the Parties shall revert to their respective positions as of before entering into the Agreement, and
25 expressly reserve their respective rights regarding the prosecution and defense of this Action,
26 including all available defenses and affirmative defenses, and arguments that any claim in the
27 Action could not be certified as a class action and/or managed as a representative action. In such an
28

1 event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred
2 to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the
3 Agreement with respect to the effect of the Agreement if it is not approved.

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

8
9 **IT IS SO ORDERED.**

10 Dated: _____

11 _____
12 HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

13 4882-5909-0528, v. 1
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

PSG CALIFORNIA LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,
Defendant,

Defendants.

CASE NO.: CIVSB2207161
[Consolidated with CIVSB2211719]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Joseph T. Ortiz
Dept: 17

Date Filed: April 8, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Dennis Eberwein (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant PSG
3 California LLC (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable Joseph T. Ortiz.

5 **I.**

6 **FINDINGS**

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

- 9 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 10 2. This Court has jurisdiction over the subject matter of this litigation pending before
11 the Superior Court for the State of California, in and for the County of San Bernardino, and over all
12 Parties to this litigation, including the Class.
- 13 3. Based on a review of the papers submitted by Plaintiffs and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of One Million Four Hundred
15 Thousand Dollars (\$1,400,000) and the terms set forth in the Agreement are fair, reasonable, and
16 adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length negotiations
18 conducted after Class Counsel had adequately investigated the claims and became familiar with the
19 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
20 assistance of an experienced mediator in the settlement process, among other factors, support the
21 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 the
24 same time, the Court approved conditional certification of the Class for settlement purposes only.

25 **Notice to the Class**

- 26 6. In compliance with the Preliminary Approval Order, the Court-approved Class
27 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
28

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

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

19 **Fairness of the Settlement**

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

22 a. The settlement was reached through arm's-length bargaining between the
23 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
24 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

25 b. Plaintiff and his counsel's investigation and discovery have been sufficient to
26 allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 litigation. Plaintiffs' counsel recommended approval of the Agreement.

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

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

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

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

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

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

20 **Class Representative Service Payment**

21 12. The Agreement provides for a Class Representative Service Payment of not more
22 than \$10,000 to Plaintiff, subject to the Court's approval. The Court finds that a Class
23 Representative Service Payment in the amount of \$ _____ to Plaintiff is reasonable in light of
24 the risks and burdens undertaken by Plaintiff in this litigation, for his time and effort in bringing and
25 prosecuting this matter on behalf of the Class, and for his execution of a general release.

1 **Administration Expenses Payment**

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

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties of \$30,000 out of the Gross
10 Settlement Amount, \$22,500 of which shall be allocated to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$7,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$7,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
16 Period Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
17 employed by Defendant in California who were classified as hourly, non-exempt employees at any
18 time during the Class Period (April 8, 2021 to May 10, 2023). Pursuant to Labor Code section
19 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement
20 terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be
21 reasonable.

22 **II.**

23 **ORDERS**

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

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

27 All individuals who are or previously were employed by Defendant in California who
28 were classified as hourly, non-exempt employees at any time during the Class Period
(April 8, 2018 to May 10, 2023).

FINAL APPROVAL ORDER AND JUDGMENT

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

5 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class.

7 4. Class Counsel are awarded attorneys’ fees in the amount of \$_____ and costs
8 in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
9 reimbursement from Defendant, Plaintiff or members of the Class.

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

11 6. The payment of \$_____ to the Administrator for its fees and expenses is
12 approved.

13 7. The PAGA Penalties of \$30,000 is approved and is to be distributed in accordance
14 with the Agreement.

15 8. Pursuant to Labor Code section 2699, subdivision (1)(2), Class Counsel shall submit a
16 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

17 9. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
18 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
19 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
20 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
21 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
22 may be construed as, or may be used as an admission by or against Defendant of any fault,
23 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
24 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
25 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.

26 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
27 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
28

1 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
2 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
3 Claims and/or Released PAGA Claims.

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

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

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

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

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

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

25 4. Effective on the date when Defendant fully fund the Gross Settlement Amount and
26 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
27
28

1 Participating Class Members, Aggrieved Employees, and the LWDA will release claims against all
2 Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
5 release Released Parties from the Released Class Claims. The “Released Class Claims” are all class
6 claims pled or could have been pled based on the factual allegations contained in the Operative
7 Complaint which occurred during the Class Period, including but not limited to Labor Code §§ 201,
8 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, and 2802. Except as expressly set
9 forth in the Agreement, Participating Class Members do not release any other claims, including
10 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
11 Act, unemployment insurance, disability, Social Security, workers’ compensation, or claims based
12 on facts occurring outside the Class Period.

13 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
14 themselves and their respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims.
16 The “Released PAGA Claims” are all PAGA claims pled or which could have been pled based on
17 the factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff
18 which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
19 claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
20 unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA
21 Period.

22 (c) Plaintiff and his respective former and present spouses, representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
24 Released Parties from all claims, transactions, or occurrences that occurred during the Class Period
25 (“Plaintiff’s Release”) as fully set forth in the Agreement.

26 5. For any Class Member or Aggrieved Employee whose Individual Class Payment
27 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
28

1 Administrator shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
3 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

10
11 Dated: _____

12
13 _____
HON. JOSEPH T. ORTIZ
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

14 4871-4202-9408, v. 3
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Norman B. Blumenthal (SBN 68687)
2 Nicholas J. De Blouw (SBN 280922)
3 Victoria B. Rivapalacio (SBN 275115)
4 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
5 2255 Calle Clara
6 La Jolla, California 92037
7 Telephone: (858) 551-1223
8 Facsimile (858) 551-1232
9 www.bamlawca.com

10 Attorneys for Plaintiff
11 DENNIS EBERWEIN

12 Yvonne Arvanitis Fossati (SBN 161764)
13 JACKSON LEWIS P.C.
14 725 South Figueroa Street, Suite 2500
15 Los Angeles, California 90017-5408
16 Telephone: (213) 689-0404
17 Facsimile: (213) 689-0430
18 yvonne.fossati@jacksonlewis.com

19 Hazel U. Poei (SBN 214928)
20 Vincent L. Chen (SBN 311883)
21 JACKSON LEWIS P.C.
22 200 Spectrum Center Drive, Suite 500
23 Irvine, California 92618
24 Telephone: (949) 885-1360
25 Facsimile: (949) 885-1380
26 hazel.poei@jacksonlewis.com
27 vincent.chen@jacksonlewis.com

28 Attorneys for Defendant
PSG CALIFORNIA, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DENNIS EBERWEIN, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

PSG CALIFORNIA LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendant.

CASE NO.: CIVSB 2207161
[Consolidated with CIVSB 2211719]

[Assigned for All Purposes to the Hon. Joseph
Ortiz, Dept. S-17]

JOINT STIPULATION RE: AMENDMENT TO
CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT

Complaint Filed: April 8, 2022

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 12 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

\$ 2000
SC-2023-53629 8X

1 Plaintiff Dennis Eberwein ("Plaintiff"), individually, and on behalf of all persons similarly
2 situated, and Defendant PSG California, LLC ("Defendant")(collectively the "Parties") hereby submit the
3 following Joint Stipulation Re: Amendment to Class Action and PAGA Settlement Agreement:

4 WHEREAS on April 26 and 27, 2023 and May 1, 2023, the Parties entered into a Class Action
5 and PAGA Settlement Agreement ("Agreement");

6 WHEREAS the Class Period was defined in the Agreement as April 8, 2018 to May 10, 2023; and
7 the PAGA Period was defined as April 8, 2021 to the earlier of preliminary approval or May 10, 2023;

8 WHEREAS Section 9 of the Agreement provided that, if the actual number of workweeks in the
9 Class Period exceeded 10% of 53,000 workweeks, i.e., 58,300 workweeks or if the number of pay periods
10 in the PAGA Period exceeded 10% of 10,372 pay periods, i.e., 11,409.20, Defendant would have the
11 option of shortening the Class Period and/or PAGA Period such that these limits would not be exceeded;

12 WHEREAS, in light of the above, Defendant elects to exercise its right pursuant to Section 9 to
13 shorten the Class Period to April 8, 2018 to February 21, 2023 and the PAGA Period to April 8, 2021 to
14 February 8, 2023 which Plaintiff does not object to.

15
16 Dated: July 7, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

17
18
19 By /s/ Norman B. Blumenthal

Norman B. Blumenthal
Nicholas J. De Blouw
Victoria B. Rivapalacio

20
21 Attorneys for Plaintiff
22 DENNIS EBERWEIN

23 Dated: July 7, 2023

JACKSON LEWIS P.C.

24
25 By 

Yvonne Arvanitis Fossati
Hazel U. Poci
Vincent L. Chen

26
27 Attorneys for Defendant
28 PSG CALIFORNIA, LL

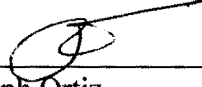
1
2 **PROPOSED ORDER**

3 The Court, having considered the Parties' Joint Stipulation Re: Amendment to Class Action and
4 PAGA Settlement Agreement, and for good cause appearing, hereby ORDERS the Class Action and
5 PAGA Settlement Agreement modified as follows:

- 6 1. The Class Period shall cover the period April 8, 2018 to February 21, 2023; and
7 2. The PAGA Period shall cover the period to April 8, 2021 to February 8, 2023.

8
9 **IT IS SO ORDERED.**

10 DATED: 7/12/23

11
12 
13 Hon. Joseph Ortiz
14 Judge of the Superior Court

15
16
17
18
19
20
21
22
23
24
25
26
27
28
4874-4753-4959, v. 1

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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-

CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray

v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

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

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

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

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

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

EXHIBIT #3

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

OCTOBER 4, 2023

DENNIS EBERWEIN

RE: PSG CALIFORNIA
FILE NUMBER: CA2513.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
09/15/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING PENDING LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT. CONFERENCE WITH CLIENT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS.	3.30	850	2,805.00
10/05/21	ND	REVIEW DOCS AND EMAILS FROM CLIENT REGARDING RETALIATION AND DISCRIMINATION CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH CLIENT TO DISCUSS OFF THE CLOCK TASKS AND 2802 CLAIMS. REVIEW AND ANALYZE FACTS AND LAW.	4.00	850	3,400.00
11/15/21	ND	REVIEW AND ANALYZE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STATEMENTS FOR OVERTIME AND 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO OBTAIN FACTS AND CLAIMS FOR COMPLAINT.	4.50	850	3,825.00
01/15/22	ND	REVIEW FACTS AND LAW. DRAFT COMPLAINT. STATUS UPDATE TO PLAINTIFF.	4.50	850	3,825.00
02/05/22	ND	REVIEW AND ANALYZE SEATING	3.30	850	2,805.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AND 204 LATE PAYMENT OF WAGE CLAIMS. LEGAL RESEARCH REGARDING THE SAME. STATUS UPDATE TO PLAINTIFF.			
03/16/22	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CALL WITH PLAINTIFF TO GO OVER REVISIONS AND PROCESS OF LAWSUIT. FINALIZE FOR FILING.	4.20	850	3,570.00
03/16/22 17	KN	REVIEW & REVISE DRAFT COMPLAINT	1.00	950	950.00
03/16/22 01	KN	ANALYSIS OF FACTS AND CLAIMS; REVIEW RESEARCH FROM ND; REVIEW DOCUMENT; PROVIDE INPUT FOR ALLEGATIONS	2.50	950	2,375.00
03/17/22	ND	REVIEW COMPLAINT AND CASE FILE. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	1.90	850	1,615.00
03/18/22	ND	ANALYZE CLAIMS AND POTENTIAL DAMAGES. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.00	850	1,700.00
04/05/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
04/05/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE	3.50	675	2,362.50
04/05/22 15	KN	REVIEW ANALYSIS AND DOCUMENTS FROM ND AND RE; ADVISE RE CLAIMS AND ALLEGATIONS; ANALYZE FOR STRATEGY ON PROSECUTION	1.00	950	950.00
04/06/22	RE	REVIEW & EDIT CLASS ACTION COMPLAINT DRAFT; EMAIL TO ND RE 226 CLAIMS	2.75	675	1,856.25
04/06/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
04/07/22	RE	PREPARE SUMMONS, CIVIL CASE	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COVER SHEET AND CERTIFICATE OF COUNSEL RE CLASS ACTION COMPLAINT			
04/07/22	RE	REVISE & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SB SUP. CT.	1.00	675	675.00
04/07/22 15	KN	REVIEW FINAL COMPLAINT; PROVIDE INPUT; REVIEW MEMO FROM STAFF	0.50	950	475.00
04/11/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
05/20/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW INITIAL CASE MANAGEMENT ORDER; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC	0.50	675	337.50
05/20/22 15	KN	REVIEW FILED DOCUMENTS AND MEM FROM REO; REVIEW COURT NOTICE; WORK ON FILE	0.30	950	285.00
05/24/22	RE	REVIEW FILE; EMAIL TO Y. FOSSATI RE SERVICE OF PROCESS RE CLASS ACTION RE NOTICE & ACK OF RECEIPT	0.30	675	202.50
06/03/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; COMM. W DEFENSE COUNSEL RE NOTICE & ACK OF RECEIPT; PREPARE NOTICE & ACK OF RECEIPT; SEND TO YVONNE FOSSATI; INSTRUCT STAFF TO MAIL HARD COPY PER CODE RE CLASS ACTION	0.80	675	540.00
06/06/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
06/06/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & CERTIFICATE OF ASSIGNMENT RE PAGA ONLY ACTION	0.60	675	405.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/06/22	RE	REVIEW & FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.60	675	405.00
06/06/22	ND	REVIEW AND ANALYZE PAGA NOTICE. REVISE PAGA COMPLAINT. DISCUSS ISSUES WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.70	850	1,445.00
06/06/22 15	KN	REVIEW STATUS OF CLASS; REVIEW PAGA COMPLAINT	0.50	950	475.00

TOTAL BILLED HOURS

KYLE NORDREHAUG	5.80 hr @ 950.00	\$ 5,510.00
NICK DEBLOUW	29.40 hr @ 850.00	\$ 24,990.00
RICO EHMANN	15.65 hr @ 675.00	\$ 10,563.75
SCOTT BLUMENTHAL	4.80 hr @ 450.00	\$ 2,160.00

TOTAL PROFESSIONAL SERVICES

55.65

\$ 43,223.75

COSTS ADVANCED

03/17/22 PAGA FILING FEE

75.00

TOTAL COSTS ADVANCED

\$ 75.00

TOTAL CURRENT CHARGES

\$ 43,298.75

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/04/2023
Due On: 11/03/2023

Dennis Eberwein
1304 Gazania Circle
Riverside, CA 92501

CA2513

PSG California, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/23/2022	Prepare POS-010 proof of service form; attach Notice & Acknowledgment of Receipt; file; memo to firm re post-service discovery	0.70	\$675.00	\$472.50
Service	07/06/2022	Review and outline orders and status of service; multiple correspondence regarding service of discovery.	0.60	\$550.00	\$330.00
Service	07/07/2022	Review court returned documents; review docket; review initial CMO; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.60	\$675.00	\$405.00
Service	07/07/2022	Upload PAGA only complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	07/07/2022	Review status and emails from staff; review CMO and memo from RE	0.40	\$950.00	\$380.00
Service	07/08/2022	telephone conference with Def; review complaint and case notes; review PAGA only complaint and status of case; prep; follow up	2.50	\$750.00	\$1,875.00
Service	07/08/2022	Review and outline pleadings, begin drafting initial discovery requests.	1.60	\$550.00	\$880.00
Service	07/13/2022	Prepare initial documents for service of process re paga action; prepare notice and acknowledgment of receipt; email to defense counsel; instruct staff to mail	0.60	\$675.00	\$405.00

hard copies per code					
Service	07/18/2022	Receive and review notice; multiple follow up correspondence regarding service.	0.50	\$550.00	\$275.00
Service	07/28/2022	Review and Analyze: review court's orders and docket; review status of case; review complaint	0.50	\$750.00	\$375.00
Service	08/02/2022	Review complaint/claims/corr w/ defense counsel on mediation. Exchange corr w/ mediator to book mediation.	2.00	\$895.00	\$1,790.00
Service	08/02/2022	Review status and emails; review analysis from staff; review mediation correspondence and issues for mediation	0.50	\$950.00	\$475.00
Service	08/15/2022	Prepare POS-010 proof of service of summons; attach NAR; file in SB Sup. Ct.; memo to firm re post-service written discovery re paga action	0.60	\$675.00	\$405.00
Service	08/16/2022	Review and extract relevant documents from file; develop exhibit book.	1.50	\$550.00	\$825.00
Service	08/16/2022	Draft mediation data request; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	08/16/2022	Finalize and serve mediation data request.	0.30	\$550.00	\$165.00
Service	09/07/2022	Review and analyze ISC Order; Email from H. Poei re: joint CMS; Draft Joint CMS.	1.50	\$750.00	\$1,125.00
Service	09/07/2022	Revise Joint Case Management Statement; Email to /from H. Poei re: revisions to same.	0.50	\$750.00	\$375.00
Service	09/07/2022	Receipt and Review of Correspondence: review correspondence from Def; review CMC statement; advise CL	0.60	\$750.00	\$450.00
Service	09/08/2022	Receipt and review filed Joint CMS; Email to H. Poei re: incorrect signature.	0.30	\$750.00	\$225.00
Service	09/09/2022	[PAGA] Review and analyze Answer to Complaint.	0.30	\$750.00	\$225.00
Service	09/12/2022	Review and Analyze: review CMC statement; review court's orders and docket; review correspondence between parties; advise CL and AGR	1.00	\$750.00	\$750.00
Service	09/13/2022	Draft: draft CMC statement; finalize and file	1.50	\$750.00	\$1,125.00
Service	09/13/2022	Finalize Joint Case Management Statement, convert to PDF, add Proof of Service and submit to Knox for filing (directly in department S-26)	1.00	\$250.00	\$250.00
Service	09/15/2022	court appearance at CMC; prep; follow up	3.00	\$750.00	\$2,250.00
Service	09/16/2022	Review status and memo re CMC; review mediation requests and status of production; review status of exhibit book	0.50	\$950.00	\$475.00

Service	12/22/2022	Review file for status of mediation data; follow up correspondence with opposing counsel regarding mediation preparation.	0.30	\$550.00	\$165.00
Service	01/15/2023	Review case file. Review and analyze data produced for mediation purposes. Research potential related litigation. Status update to Plaintiff. prepare for mediation.	5.00	\$850.00	\$4,250.00
Service	01/17/2023	Review and analyze all pay stubs exemplars for regular rate and 226(a) claims. Legal research regarding the same.	3.20	\$850.00	\$2,720.00
Service	01/20/2023	Research previous settlements with similar claims and workweeks for mediation valuation. Conference with Plaintiff to discuss settlement authority and facts for mediation brief. Analyze time punch data for meal break claims and research class certification of meal break claims.	6.20	\$850.00	\$5,270.00
Service	01/23/2023	Review documents and data; review research and analysis from ND; analysis of issues and strategy for mediation / settlement	2.00	\$950.00	\$1,900.00
Service	01/24/2023	Review file for status; multiple follow up correspondence regarding mediation data.	0.50	\$550.00	\$275.00
Service	01/24/2023	Check on status of mediation data. Draft/send memos to associate on task of obtaining data. Review Williams v Sup Ct - draft/send memo to associate re same. Review Payroll and Time Detail reports and analyze records. Draft mediation brief and pull exhibits from same.	8.00	\$895.00	\$7,160.00
Service	01/26/2023	Review file for claims; teleconference with opposing counsel regarding mediation data; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	01/26/2023	Review and outline caselaw; multiple follow up correspondence with AB and opposing counsel regarding proposed sampling of time and pay data.	0.70	\$550.00	\$385.00
Service	01/27/2023	Multiple follow up correspondence with AB and opposing counsel regarding mediation data; review and outline order regarding sampling.	0.80	\$550.00	\$440.00
Service	01/27/2023	Review and analyze documents PSG 591-659.	0.50	\$750.00	\$375.00
Service	01/30/2023	Review and revise Stipulated Protective Order.	0.90	\$750.00	\$675.00
Service	01/30/2023	Receive and review protective order; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	01/30/2023	Draft revisions to protective order; finalize and execute; correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	01/30/2023	Receive and review additional mediation documents; draft follow up correspondence with expert.	1.00	\$550.00	\$550.00

Service	01/30/2023	Review mediation documents; review and revise mediation brief; review exhibits; provide input to AJ	1.75	\$950.00	\$1,662.50
Service	01/31/2023	Review facts and law. Draft mediation brief. Discuss with partner.	8.20	\$850.00	\$6,970.00
Service	02/03/2023	Draft/finalize/review and revise and file mediation brief. Advise expert of further analysis needed.	8.00	\$895.00	\$7,160.00
Service	02/03/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/07/2023	Review and analyze expert penalty and damage report. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	02/08/2023	Receive and review additional documents from opposing counsel; draft follow up correspondence regarding the same.	0.80	\$550.00	\$440.00
Service	02/08/2023	Review expert report; analysis of claims and facts regarding valuation	1.00	\$950.00	\$950.00
Service	02/09/2023	Receive and review additional documents from opposing counsel; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	02/09/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	02/10/2023	Review and extract data for mediation purposes pursuant to correspondence with AB.	0.70	\$550.00	\$385.00
Service	02/10/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	02/10/2023	Review docs, analyze settlement values. Advise AJ.	3.00	\$995.00	\$2,985.00
Service	02/10/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	02/10/2023	Review memo re mediation and settlement issues; provide input	0.75	\$950.00	\$712.50
Service	02/13/2023	Review mediator's proposal. Analyze feedback from partners. Perform Kullar analysis. Draft/send response to mediator.	2.00	\$895.00	\$1,790.00
Service	02/14/2023	Review corr from mediator. Review MOU. Circulate MOU. Review calendar/deadlines/prep to comply.	2.00	\$895.00	\$1,790.00
Service	02/14/2023	Review settlement proposal and emails from AJ; review draft MOU; advise AJ; analysis of settlement issues for next steps and approval	1.00	\$950.00	\$950.00
Service	02/15/2023	Review/analyze status of signing MOU. Draft/send corr to Defendant. Review/analyze response.	1.00	\$895.00	\$895.00
Service	02/24/2023	Review/revise CMC sts. Review finalized MOU. Circulate for signatures.	2.00	\$895.00	\$1,790.00
Service	02/24/2023	Review file for status; draft joint case management	0.80	\$550.00	\$440.00

		statement in Class action; circulate to opposing counsel.			
Service	02/24/2023	Review file for status; draft joint case management statement in Class action; circulate to opposing counsel.	0.60	\$550.00	\$330.00
Service	02/24/2023	Revise joint statement in Class action; finalize, file and serve.	0.50	\$550.00	\$275.00
Service	02/24/2023	Revise joint statement in PAGA action; finalize, file and serve.	0.50	\$550.00	\$275.00
Service	02/27/2023	Review and analyze MOU terms. Conference with Plaintiff to discuss settlement. Send MOU for signature. Follow up with Plaintiff to obtain signature.	1.40	\$850.00	\$1,190.00
Service	02/28/2023	Review docket for status of CMC in Class and PAGA actions; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	02/28/2023	Review status; advise staff regarding case management and scheduling	0.50	\$950.00	\$475.00
Service	03/03/2023	Prepare for and attend CMC in Class and PAGA actions; draft and circulate summary.	1.00	\$550.00	\$550.00
Service	03/07/2023	Discuss MOU w/ partners. Research status of signing. Draft / send corr to Defendant re signing of MOU.	2.00	\$895.00	\$1,790.00
Service	03/07/2023	Review status; discuss MOU; analysis of settlement issues	0.50	\$950.00	\$475.00
Service	03/09/2023	Confer w CL re consolidated complaint draft	0.40	\$675.00	\$270.00
Service	03/10/2023	Review MOU; draft consolidated complaint per MOU; forward draft to CL	2.00	\$675.00	\$1,350.00
Service	03/10/2023	Email to S. Hartranft re: request for estimate for administration.	0.50	\$750.00	\$375.00
Service	03/10/2023	Revise First Amended Consolidated Class Actionn and Representative Action Complaint.	0.70	\$750.00	\$525.00
Service	03/10/2023	Draft Long Form Settlement Agreement.	4.30	\$750.00	\$3,225.00
Service	03/10/2023	Review and analyze MOU; Discuss pleadings and Long Form Settlement Agreement with Norm and AJ.	0.80	\$750.00	\$600.00
Service	03/10/2023	Review/analyze responsive memo from team re settlement approval work. Confirm conformance to deadlines/SOPs.	2.00	\$895.00	\$1,790.00
Service	03/10/2023	Review draft amended complaint; review revisions and advise staff	0.50	\$950.00	\$475.00
Service	03/13/2023	Revise First Amended Consolidated Complaint; Discuss with Norm.	0.90	\$750.00	\$675.00

Service	03/13/2023	Revise Long Form Settlement Agreement.	1.60	\$750.00	\$1,200.00
Service	03/13/2023	Revise Long Form Settlement Agreement.	1.60	\$750.00	\$1,200.00
Service	03/13/2023	Email to Y. Fossanti re: Long Form Settlement Agreement, FACC, Stipulation for Leve and ILYM Bid.	0.40	\$750.00	\$300.00
Service	03/13/2023	Draft stip to file FACC in clase case CA2207161	1.00	\$250.00	\$250.00
Service	03/13/2023	Run fees and costs in Clio and Tussman and email for review for MPA	0.30	\$250.00	\$75.00
Service	03/13/2023	Review status of settlement and draft agreement; advise CL as to issues and further revisions to draft agreement	1.25	\$950.00	\$1,187.50
Service	03/14/2023	Review long form agreement, analyze. Advise KN.	2.50	\$995.00	\$2,487.50
Service	03/14/2023	Work on settlement agreement; discuss with NBB; outline further revisions and issues for settlement	1.25	\$950.00	\$1,187.50
Service	03/17/2023	Email from S. Heartranft re: Apex Quote for Class Administration; Review and analyze Apex Bid.	0.30	\$750.00	\$225.00
Service	03/17/2023	Review and analyze bid from Phoenix for class administration.	0.20	\$750.00	\$150.00
Service	03/23/2023	Finalize JOINT STIPULATION AND [PROPOSED] ORDER FOR LEAVE FOR PLAINTIFF TO FILE A FIRST AMENDED CONSOLIDATED COMPLAINT	0.40	\$750.00	\$300.00
Service	03/23/2023	Email to H. Poci re: JOINT STIPULATION AND [PROPOSED] ORDER FOR LEAVE FOR PLAINTIFF TO FILE A FIRST AMENDED CONSOLIDATED COMPLAINT	0.20	\$750.00	\$150.00
Service	04/04/2023	Review and analyze order granting leave to file FACC.	0.20	\$750.00	\$150.00
Service	04/04/2023	Dwnld conformed stip to file FACC, courtlink didn't notify us, email CTL re OK to send FACC to NBB for wet signature?	0.40	\$250.00	\$100.00
Service	04/04/2023	Review status of case and follow up with NBB re please sign FACC	0.30	\$250.00	\$75.00
Service	04/06/2023	Follow up with NBB re please sign FACC for filing	0.20	\$250.00	\$50.00
Service	04/07/2023	Finalize FACC, draft POS, file via One Legal, serve via email, circulate, confirm courtlinks on	1.00	\$250.00	\$250.00
Service	04/12/2023	Dwnld c'd FACC, upload to LWDA website, circulate, save confirmation email	0.50	\$250.00	\$125.00
Service	04/14/2023	Telephone call to Y. Fossatti re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	04/14/2023	Revise to settlement agreement; Email to Y. Fossanti re: revisions to settlement agreement.	0.50	\$750.00	\$375.00

Service	04/14/2023	Telephone call to Y. Fossanti re: long form settlement agreement.	0.30	\$750.00	\$225.00
Service	04/20/2023	Telephone call to H. Poei re: follow-up on settlement agreement; Email to H. Poei re; same.	0.30	\$750.00	\$225.00
Service	04/20/2023	review status; review emails	0.30	\$950.00	\$285.00
Service	04/21/2023	Telephone call with H. Poei re: revisions to long form settlement agreement.	0.50	\$750.00	\$375.00
Service	04/21/2023	Emails from H. Poei re: revisions to long form settlement agreement and conference call.	0.30	\$750.00	\$225.00
Service	04/21/2023	Receipt and review Defendant's revisions to long form settlement agreement; Discuss same with Kyle.	0.70	\$750.00	\$525.00
Service	04/21/2023	Revise Long Form Settlement Agreement to include Bavadian Action; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00
Service	04/21/2023	Review Defendant's revisions; analysis of issues; review responses from CL; advise CL on agreement revisions; review revised agreement from CL; memo to CL re procedure	2.50	\$950.00	\$2,375.00
Service	04/21/2023	Email from H. Poei re: Bavadian Class and PAGA actions; Review and analyze Bavadian Class and PAGA actions.	0.80	\$750.00	\$600.00
Service	04/21/2023	Email to H. Poei re: Plaintiff's further revisions to Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	04/21/2023	review revisions and redlines to draft agreement; discuss with CL	0.75	\$950.00	\$712.50
Service	04/24/2023	Review defendant's changes to settlement agreement and analyze. Review related case filing and analyze rules to advise Court and overlap.	2.00	\$895.00	\$1,790.00
Service	04/24/2023	Review revisions, analyze, advise KN.	1.75	\$995.00	\$1,741.25
Service	04/24/2023	review status; discuss settlement with NBB	0.50	\$950.00	\$475.00
Service	04/25/2023	Email from/to H. Poei re: paragraph 7.1 to Long Form Settlement Agreement related to declarations.	0.30	\$750.00	\$225.00
Service	04/26/2023	Draft exhibits to Agreement; prepare signed Agreement; emails to the Defendant	4.00	\$950.00	\$3,800.00
Service	04/26/2023	Final long form for signatures, advise CL.	2.25	\$995.00	\$2,238.75
Service	04/26/2023	Review and analyze settlement agreement terms for conformity with MOU. Analyze court docket. Send agreement to Plaintiff for signature. Conference with Plaintiff to discuss settlement terms and process of approval.	1.30	\$850.00	\$1,105.00
Service	04/26/2023	review final agreement; review input from ND and NBB	0.50	\$950.00	\$475.00

Service	05/01/2023	Email from Y. Fossanti re: Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	05/01/2023	Email court re date for MPA	0.30	\$250.00	\$75.00
Service	05/02/2023	legal research for approval; review court procedures and prior motions / ruling in this court; prepare approval outline and chart	2.00	\$950.00	\$1,900.00
Service	05/03/2023	Draft motion for preliminary approval; analysis of documents and valuation issue; email draft motion to Defendant;	4.50	\$950.00	\$4,275.00
Service	05/04/2023	Review Defendant's revisions to the exhibits; and revise exhibits for final; email Defendant	1.00	\$950.00	\$950.00
Service	05/08/2023	Draft POS; final notice of motion; file notice of motion	1.50	\$950.00	\$1,425.00
Service	05/10/2023	Review Def email and revise table in the motion	0.50	\$950.00	\$475.00
Service	05/16/2023	Draft declaration ISO motion; review and prepare exhibits	2.75	\$950.00	\$2,612.50
Service	05/17/2023	Review and revise declaration and memorandum; prepare final version of proposed order for filing; draft POS; file and serve; serve LWDA	2.75	\$950.00	\$2,612.50
Service	05/17/2023	Review file; draft declaration of Dennis Eberwein in support of preliminary approval motion/service award request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	06/13/2023	Comprehensive review of relevant file materials in both class and PAGA actions, including pleadings, dockets, settlement documents, and correspondence to determine course of handling regarding pending case management conferences/OSC re status of settlement.	1.00	\$675.00	\$675.00
Service	06/13/2023	Review of relevant file materials in preparation for Case Management Statement / Order to Show Cause Statement.	0.60	\$675.00	\$405.00
Service	06/14/2023	Draft of Joint Case Management Statement; and examination of settlement documents to develop plan with regard to dismissal of PAGA action.	1.40	\$675.00	\$945.00
Service	06/16/2023	File (one legal) and serve (email) RFD w/o prejudice, circulate	0.50	\$250.00	\$125.00
Service	06/20/2023	Review/analyze memo re prelim. Adjust calendar re final hearing. Analyze next steps.	1.00	\$895.00	\$895.00
Service	06/20/2023	Court appearance - prelim approval; prepare for hearing; emails with Def	1.50	\$950.00	\$1,425.00
Service	06/20/2023	Review status and docket; prepare docs and memo to Admin with docs; memo to staff	0.75	\$950.00	\$712.50
Service	06/20/2023	Check if tentative issued, no tentative	0.20	\$250.00	\$50.00

Service	06/27/2023	Review formatted notice and Admin email; respond to questions from Admin	0.60	\$950.00	\$570.00
Service	07/07/2023	Review Defendant email and draft of stipulation; review agreement and respond re stipulation	0.50	\$950.00	\$475.00
Service	07/10/2023	Review Admin email; review revised formatted notice; respond	0.50	\$950.00	\$475.00
Service	07/13/2023	Review alert from Courtlinks re stip filed by OPC, conformed copy N/A yet	0.10	\$250.00	\$25.00
Service	08/04/2023	Review admin email and Admin report	0.20	\$950.00	\$190.00
Service	08/11/2023	Review status and admin email; review admin report	0.20	\$950.00	\$190.00
Service	08/25/2023	Review status and admin email; review weekly report	0.30	\$950.00	\$285.00
Service	08/30/2023	Review courtlinks alert re stip filed 7/10/23 (to amend settlement agreement), save stamped copy	0.30	\$250.00	\$75.00
Service	09/08/2023	Review status and admin email; review weekly report	0.30	\$950.00	\$285.00
Service	09/11/2023	Run fees and costs in Tussman and Clio for MFA	0.30	\$250.00	\$75.00
Service	09/17/2023	Draft Memorandum of Points and Authorities in support of the Motion for Final Approval.	4.20	\$750.00	\$3,150.00
Service	09/18/2023	Draft Memorandum of Points and Authorities in support of the Motion for Attorney's Fees and Costs.	3.60	\$750.00	\$2,700.00
Service	09/18/2023	Draft Proof of Service re Motion for Attorney's Fees and Costs.	0.40	\$750.00	\$300.00
Service	09/18/2023	Draft Proof of Service re Motion for Final Approval.	0.30	\$750.00	\$225.00
Service	09/19/2023	Draft Notice of Motion for Final Approval.	0.60	\$750.00	\$450.00
Service	09/19/2023	Draft Notice of Motion for Attorney's Fees and Costs.	0.50	\$750.00	\$375.00
Service	09/20/2023	Email to C. Soto-Najera re: Class Administration Final Report and Declaration.	0.30	\$750.00	\$225.00
Service	09/21/2023	Review status and notice administration; review draft Admin declaration; revise and prepare redlines for draft Admin declaration	0.75	\$950.00	\$712.50
Service	09/28/2023	Review and revise motion for final approval; memo to staff; discuss with NBB; research issues	3.50	\$950.00	\$3,325.00
Service	09/28/2023	Add TOC TOA to combined MFA and fees	1.30	\$250.00	\$325.00
Service	09/29/2023	Draft Declaration of N. Blumenthal in support of the Motion for Final Approval and Fees, Costs and Service Award.	3.60	\$750.00	\$2,700.00
Service	10/03/2023	Review billing for accuracy; work on billing issues; memo to staff	0.75	\$950.00	\$712.50

Service	10/04/2023	Work on motion; revise proposed order; review documents; email Def; check court procedures; memo to staff	2.50	\$950.00	\$2,375.00
Service	10/04/2023	Review and revise declaration ISO motion; prepare exhibits	1.75	\$950.00	\$1,662.50
Service	10/04/2023	work on settlement issues; analysis of approval issues and remaining items to complete; work on motion	1.50	\$950.00	\$1,425.00
Service	10/05/2023	Finalize motion and declaration; finalize proposed order; prepare POS; file and serve motion; serve LWDA	2.25	\$950.00	\$2,137.50
Services Subtotal				\$179,356.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/12/2022	Onelegal/Filing Fee	1.00	\$1,606.02	\$1,606.02
Expense	07/07/2022	Onelegal/Filing Fee	1.00	\$1,569.99	\$1,569.99
Expense	08/02/2022	Mediation Fees - Ortman	1.00	\$13,000.00	\$13,000.00
Expense	08/24/2022	Onelegal Fee/Filing Fee	1.00	\$114.02	\$114.02
Expense	09/16/2022	court appearance via court call	1.00	\$94.00	\$94.00
Expense	09/19/2022	court appearance via court call	1.00	\$94.00	\$94.00
Expense	10/22/2022	OneLegal/Filing Fee	1.00	\$114.02	\$114.02
Expense	02/23/2023	Expert Fees - Berger Consulting Group.	1.00	\$5,010.00	\$5,010.00
Expense	02/24/2023	Court appearance fee.	1.00	\$72.00	\$72.00
Expense	02/28/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	03/02/2023	OneLegal filing fee.	1.00	\$72.07	\$72.07
Expense	03/28/2023	One Legal Filing - JOINT STIPULATION AND [PROPOSED] ORDER FOR LEAVE FOR PLAINTIFF TO FILE A FIRST AMENDED CONSOLIDATED COMPLAINT	1.00	\$240.39	\$240.39
Expense	05/31/2023	Knox	1.00	\$182.75	\$182.75
Expense	05/31/2023	Knox	1.00	\$144.75	\$144.75
Expense	06/16/2023	OneLegal filing fee	1.00	\$72.07	\$72.07
Expense	10/04/2023	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$22,518.15	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	42.0	\$895.00	\$37,590.00
Norm Blumenthal	9.5	\$995.00	\$9,452.50
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	28.2	\$850.00	\$23,970.00
Ricardo Ehmann	8.05	\$675.00	\$5,433.75
Randy Hy	3.0	\$675.00	\$2,025.00
Christine LeVu	34.9	\$750.00	\$26,175.00
Kyle Nordrehaug	53.3	\$950.00	\$50,635.00
Victoria Rivapalacio	9.1	\$750.00	\$6,825.00
Andrew Ronan	16.9	\$550.00	\$9,295.00
Adolfo Sanchez Contreras	7.7	\$250.00	\$1,925.00
Subtotal			\$201,874.40
Total			\$201,874.40

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/03/2023	\$201,874.40	\$0.00	\$201,874.40
Outstanding Balance				\$201,874.40
Total Amount Outstanding				\$201,874.40

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

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

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (SBN 068687)

2 Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

3 2255 Calle Clara

La Jolla, CA 92037

4 Telephone: (858) 551-1223

Facsimile: (858) 551-1232

5 Attorneys for Plaintiff

6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN BERNARDINO**

10
11 DENNIS EBERWEIN, an individual, on
behalf of himself and on behalf of all persons
12 similarly situated, and on behalf of the State
13 of California, as a private attorney general,

14 Plaintiff,

15 vs.

16 PSG CALIFORNIA LLC, a Limited Liability
17 Company; and DOES 1 through 50, inclusive,

18 Defendants.

Case No. CIVSB2207161

[Consolidated with CIVSB2211719]

**DECLARATION OF DENNIS
EBERWEIN IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: June 20, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Joseph T. Ortiz

Dept: 17

Date Filed: April 8, 2022

Trial Date: Not set

1 I, Dennis Eberwein, 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 Defendant PSG California LLC ("PSG") in California from 1981 to
10 August of 2021. I was classified by PSG as an hourly, 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 CPT 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, my
23 wage statements were inaccurate for several reasons such as not including the total amount of
24 hours I worked. Also, PSG paid my overtime and meal period premium payments at my base
25 rate without adjusting these payments upwards to include payment of non-discretionary bonuses.
26 I was underpaid as a result. Also, my rest breaks were not duty-free as they should be have been
27

1 because I was required to be on call during my rest breaks and also to stay on the company
2 premises. I should have received duty-free rest periods and I should have been allowed the leave
3 the premises if I chose to do so but this was not the case and PSG did not pay me the rest break
4 penalty payments I was entitled to for these violations.

5
6 6. This class action case was filed on April 8, 2022. Before the complaint was filed I
7 spoke to my attorneys several times and discussed how PSG implemented its company policies
8 and procedures. I also assisted my attorneys in their investigation into my claims by providing
9 them documents and answering their questions. I reviewed the complaint before it was filed and
10 after it was filed I was given access to an electronic file sharing program that alerted me via
11 email when important documents were filed so that I could review them and keep up with the
12 developments in the case which I understood was one of my duties as a class representative. I
13 would also contact my attorneys from time to time if I had any questions about the case.
14

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

22 8. I understood that being a plaintiff/class representative in this case meant that I
23 was seeking damages not only for myself but also other current and/or former hourly, non-
24 exempt employees working for PSG in California. I felt that these individuals were not aware of
25 their labor law rights and even if they were they would probably be apprehensive about speaking
26 up or even simply because of the time, effort and risk involved in filing a class action lawsuit.
27

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 PSG 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 February 10, 2023 with Tripper Ortman, a well-respected and experienced mediator of wage and hour class actions. Following the all-day mediation session, the parties agreed 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 very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on February 25, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on April 26, 2023.

12. I have been actively involved with this lawsuit performing the duties described above. Although I did not keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a significant amount of time on the issues presented during the lawsuit and in

1 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
2 up until this point. I believe I have been diligent and have done what is expected of a named
3 plaintiff and a proposed class representative to date, and will continue to do so. I have and
4 always will maintain the best interest of the class members.
5

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

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

19 15. As part of the settlement it was necessary for me to sign a general release of all
20 claims I may have against PSG. I believe the Class Representative Service Payment I have
21 requested provides me with some compensation for this agreed release.
22

23 16. I have not entered into any undisclosed agreements nor have I received any
24 undisclosed compensation in this case. The only compensation I will receive is whatever amount
25 the Court approves as a service award, as well as my share as a class member of the settlement
26 fund.
27

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

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

Executed on May 18, 2023, at Riverside, Ca.
(city, state)


Dennis D Eberwein (May 18, 2023 09:11 PDT)

Dennis Eberwein