

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 Website: www.bamlawca.com

11 Attorneys for Plaintiff

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

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

14 SONNY RATTLER, 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 private attorney
18 general,

19 Plaintiffs,

20 vs.

21 PACIFIC COAST CONTAINER, INC., a
22 California Corporation; and DOES 1
23 through 50, inclusive,

24 Defendants.

CASE NO.: **22CV015216**

[Consolidated with Case No. 22CV015223]

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

Hearing Date: October 3, 2024

Hearing Time: 10:00 a.m.

[Hearing scheduled by Order dated May 3, 2024]

Reservation ID: A-15216-003

Judge: Hon. Tara Desautels

Dept.: 23

Action Filed: July 28, 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 Sonny Rattler ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award

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

25
26 3. Summary of the Proposed Settlement.

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

1 Coast Container, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is One Million Five Hundred
4 Thousand Dollars (\$1,500,000) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross
5 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
6 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to
8 Plaintiff; and (5) the PAGA Penalties. (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) On the Effective Date, Defendant shall deposit the Gross Settlement Amount with the
13 Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class
14 Members along with the other Court-approved distributions shall be made by the Administrator within
15 fourteen (14) days after Defendant funds the Gross Settlement Amount. (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, the Class Representative Service
18 Payment, the Class Counsel Fees Payment, the 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 the number of 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

1 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
2 Madely Nava ("Nava Decl.") ¶¶ 5-7. Class Members were provided with the opportunity to exclude
3 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.)
4 Nava Decl. ¶ 7, Exh. A. No Class Member objected and only three Class Members submitted a request
5 for exclusion. Nava Decl. ¶ 11-12. Therefore, nearly all Class Members (99.35%) are deemed
6 Participating Class Members who are bound by the Settlement and will be entitled to receive a Settlement
7 Share. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including those who submit an opt-out
8 request, will still be paid their allocation of the PAGA Penalties and will remain subject to the release of
9 the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d))
10 Finally, the Notice advised the Class Members of their right to object to the Settlement and/or dispute
11 their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

12 (f) A Participating Class Member must cash his or her Individual Class Payment check within
13 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
14 be voided and any funds represented by such checks sent to Court-approved nonprofit organization or
15 foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties
16 designate Alliance for Children's Rights as the Cy Pres Recipient. (Agreement at ¶ 5.4.)

17 (g) Apex Class Action Administration was appointed by the Court as the Administrator for the
18 Settlement. (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for
19 settlement administration in an amount not to exceed \$11,600. (Agreement at ¶ 3.2(c).) As set forth in
20 the Nava Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date,
21 as well as anticipated fees and costs for completion of the settlement administration, are \$10,500.

22 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
23 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
24 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
25 Litigation Expenses Payment in an amount not to exceed \$16,500. (Agreement at ¶ 3.2(b).) Subject to
26 Court approval, the Agreement provides for a payment of no more than \$10,000 to the Plaintiff as the
27 Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of these requests for
28 attorneys' fees, reimbursement of expenses and service award, Class Counsel is providing evidentiary

1 support, including lodestar.

2 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
3 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section
4 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$30,000. (Agreement at ¶¶ 1.34 and 3.2(d).) Pursuant
5 to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as follows:
6 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
7 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the Aggrieved
8 Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set
9 forth in the accompanying proof of service, the LWDA has been served with this motion and the
10 Agreement

11 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
12 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
13 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
14 at \$1,500,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
15 that liability and class certification in this case were far from certain in light of the defenses asserted by
16 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
17 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
18 reasonable and adequate, and should be finally approved.

19
20 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
21 dated May 3, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
22 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On July 1,
23 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
24 each class member with the terms of the Settlement, including notice of the claims at issue and the
25 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being
26 sought, how individual settlement awards would be calculated, and the specific, estimated payment
27 amount to that individual. See Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
28 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,

1 there have been no objections and only three (3) requests to opt-out. Nava Decl. ¶¶ 11-12. As such,
2 nearly the entire Class (99.35%) will participate in the Settlement and will be sent a settlement check. *See*
3 Nava Decl. at ¶¶ 13-15.

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

13
14 6. Procedural History of the Litigation

15 (a) On April 29, 2022 , Plaintiff filed with the LWDA and served on Defendant a notice under
16 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
17 behalf of Aggrieved Employees for various Labor Code violations.

18 (b) On July 28, 2022, Plaintiff filed a class action Complaint against Defendant in the Superior
19 Court of the State of California, County of Alameda. This class action Complaint asserted claims against
20 Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure
21 to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to
22 pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide
23 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required
24 rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized
25 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
26 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due
27 in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick wages in violation
28 of California Labor Code §§ 201-204, 233, 246. On July 28, 2022, Plaintiff filed a Representative Action

1 Complaint against Defendant in the Superior Court of the State of California, County of Alameda ,
2 asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§
3 2698, et seq. (“PAGA”), Case No. 22CV024363 (“PAGA Action”) based upon the same violations
4 alleged in the Class Action Complaint.

5 (c) On November 21, 2023, Plaintiff filed a First Amended Consolidated Class and Representative
6 Action Complaint, consolidated the claims alleged in this Action and the separately filed PAGA Action.
7 The First Amended Consolidated Class and Representative Action Complaint is the operative complaint
8 in the Action (the “Operative Complaint”)

9 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
10 informal discovery, and the production of documents, class data, and other information, allowing for the
11 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
12 mediation obtained by Plaintiff included: (1) data concerning the class; (2) payroll data and time punch
13 data for the class covering 67,049 shifts and 14,099 workweeks; (3) Defendant’s wage and hour policies;
14 (4) the employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendant.
15 As such, Class Counsel received the data and information for the Class, which was sufficient for
16 Plaintiff’s expert to prepare the valuations of the claims for the Class

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

23 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
24 to mediation, the Parties engaged in the above investigation and the exchange of documents and
25 information in connection with the Action. On May 24, 2023, the Parties participated in an all-day
26 mediation presided over by Hon. Carl J. West (Ret.), a respected jurist and experienced mediator of wage
27 and hour class actions. Following the mediation, each side, represented by its respective counsel, were
28 able to agree to settle the Action based upon a mediator's proposal which was memorialized in a

1 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
2 in the Agreement. At all times, the negotiations were arm's length and contentious.

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

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

1 7. History of Settlement Discussions

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

8 (b) The Parties attended an arms-length mediation session with Hon. Carl J. West (Ret.), a
9 respected jurist and experienced mediator of wage and hour class actions, in order to reach this
10 Settlement. In preparation for the mediation, Defendant provided Plaintiff and Class Counsel with payroll
11 and employment data and other information regarding the Class Members, various internal documents,
12 and other compensation and employment-related materials. Class Counsel analyzed the data with the
13 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
14 mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon a
15 mediator's proposal.

16 (c) From August 2023 to February 2024, the initial settlement agreement and exhibits thereto
17 were finalized and executed. The Parties then revised the initial settlement agreement to address certain
18 issues raised by the Court in its April 2 ,2024 ruling, and the Agreement was fully executed on April 24,
19 2024. On May 3, 2024, the Court issued its Order granting preliminary approved of the settlement as fair,
20 adequate, and reasonable to the Class.

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

23
24 8. The outcome of this case would have been uncertain and fraught with risks.

25 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
26 Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all
27 applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all
28 work time was properly recorded. Defendant argued there was no miscalculation of the regular rate when

1 paying wages and no underpayment meal premiums and sick pay. Defendant contends that its meal and
2 rest period policies fully complied with California law and Defendant did not fail to provide the
3 opportunity for legally required meal and rest breaks. Defendant could argue that its payment of meal
4 period premiums is evidence of lawful practices. Defendant contends that there was no failure to pay for
5 business expenses and any cell phone usage was merely convenient and voluntary such that
6 reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision
7 in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value,
8 and class certifiability as to the meal and rest period claims. Defendant also argues that based on its
9 facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would
10 negate the claims for waiting time penalties and/or inaccurate wage statements. If successful, Defendant's
11 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
12 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
13 a serious risk to recovery by the Class.

14 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
15 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
16 of any employees other than herself. At the time of the mediation, Defendant forcefully opposed the
17 propriety of class certification, arguing that individual issues precluded class certification. Further, as
18 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
19 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has
20 been certified. While other cases have approved class certification in wage and hour claims, class
21 certification in this action was hotly disputed and the maintenance of a certified class through trial was
22 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 or
2 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. The
7 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class
8 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class.

9 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
10 defenses to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary
11 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
12 favorably to the value of the claims. class claims in detail, the Gross Settlement Amount compares
13 favorably to the value of the claims. Based upon 459 Participating Class Members who collectively
14 worked an estimated 46,800 workweeks, the Gross Settlement Amount provides an average value of
15 \$3,267 per Class Member and \$32 per workweek and after deductions the Net Settlement Amount
16 provides an average recovery of \$2,032.68 per Class Member and a recovery of \$19.94 per workweek.
17 The calculations to compensate for the amount due for the Class at the time of the mediation were
18 calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in
19 this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the
20 employees. The maximum potential damages were calculated to be \$1,411,132 for the alleged unpaid
21 wages due to off-the-clock work at 1 hour per week, \$69,802 for the alleged unpaid wages due to the
22 regular rate miscalculation, \$26,135 for the alleged underpaid meal premiums and sick pay, \$184,263 for
23 alleged meal period damages based upon a 4.7% potential violation rate for shifts worked and after
24 deducting the meal premiums actually paid by Defendant, \$237,234 for alleged rest period damages based
25 upon the same potential 4.7% violation rate observed for meal periods, \$55,655 for alleged unreimbursed
26 business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation
27 was calculated that Defendant was subject to a maximum damage claim in the amount of \$1,984,221.
28 As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of

1 between \$209,829 and \$1,049,145, depending on the predicate violation giving rise to the penalty, and
2 potential maximum wage statement penalties were \$1,068,000.¹ Defendant vigorously disputed
3 Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$1,500,000
4 represents more than 75% of the maximum value of the alleged damages at issue in this case at the time
5 this Settlement was negotiated, assuming these amounts could be proven at trial.² Importantly, the recent
6 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
7 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement
8 penalties, even if wages were owed to the Class. The above maximum calculations should then be
9 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
10 liability on all claims. Given the amount of the settlement as compared to the potential value of claims
11 in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.³ Clearly, the
12 goal of this litigation has been met.

13 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
14 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
15

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

21 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
22 Plaintiff did not included the PAGA claim in this discussion of the value of the class claims. The
23 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of Plaintiff's
Motion for Preliminary Approval..

24 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 defenses both to liability and to class certification. The maximum and average class member allocations
2 (in addition to their Individual PAGA Payment) are \$5,203.27 and \$2,032.68, respectively. *See* Nava
3 Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and
4 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

11 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

12 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And Should 13 Be Enforced

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

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

28 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be

1 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
2 counsel for each of the parties as part of the Settlement.

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

6 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
7 of the Gross Settlement Amount of \$1,500,000 which equals \$500,000 for attorneys' fees. As part of
8 the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
9 incurred as per Class Counsel's billing statement in an amount not to exceed \$16,500. Finally, Defendant
10 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
11 \$10,000, as his service awards under the Agreement.

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

17 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
18 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank
19 with his fee. The attorney working on a contingent basis can only log hours while working without pay
20 towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk
21 and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case,
22 the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee
23 market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private
24 enforcement makes the requested award appropriate. This case was litigated on a contingent basis for
25 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
26 of other similar cases where the court dismissed the class allegations or denied class certification. Under
27 such circumstances, courts have held that a risk multiplier must be applied to the fee award.
28

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

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

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

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

24 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
25 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
26 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
27 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
28

1 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
2 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
3 Counsel advanced more than \$13,000 in costs which could not have been recovered if this case had been
4 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
5 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
6 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
7 Plaintiff also support the requested awards.

8 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
9 reasonableness of a percentage figure. In this case, the reasonableness of the requested attorneys' fee of
10 one-third equal to \$500,000 is also established by reference to Class Counsel's lodestar in this matter.
11 **The contemporaneous billing records for Class Counsel evidence that through September 10, 2024,**
12 **Class Counsel's total lodestar is \$254,473.75, with significant additional fees still to be incurred to**
13 **complete final approval and the settlement process.** The requested fee award is therefore currently
14 equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 2, and there will be
15 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
16 settlement distribution and reports. Such a multiplier is below the range of multipliers approved in other
17 cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently
18 performed and highly successful, and Class Counsel should not be punished for efficient and successful
19 litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is
20 justified under California law.

21 (j) Counsel retained on a contingency fee basis, whether in private matters or in representative
22

23 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal.5th 480, 487 (2016)(approving 1/3 fee award with multiplier
24 of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier
25 approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
27 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
28 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 litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule
2 in order to compensate for both the risks and the delay in payment for the simple fact that despite the most
3 vigorous and competent of efforts, success is never guaranteed. This is particularly true here where Class
4 Counsel has prosecuted this case on a contingency basis for over two years. Indeed, if counsel is not
5 adequately compensated for the risks inherent in difficult class actions, competent attorneys will be
6 discouraged from prosecuting similar cases.

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

(Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.

12. **The contemporaneous billing records for Class Counsel evidence that through September 6, 2024, Class Counsel's total lodestar is \$254,473.75, with significant additional fees**

1 **still to be incurred to complete final approval and the settlement process.** From January 15, 2022
2 to September 10, 2024, my firm worked on this matter for over 324 hours, with hourly rates for attorneys
3 ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
4 \$254,473.75. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
5 with a reasonable multiplier of less than 2, and there will be additional lodestar incurred by Class Counsel
6 to complete the settlement process and manage the settlement distribution and reports. A detailed
7 breakdown of the total fees and the services performed by the firm on this case is attached hereto as
8 Exhibits #3 and 4.⁵ In addition, Class Counsel will be performing significant additional work that is not
9 included in this lodestar amount, including finalizing the final approval motion, attending the hearing on
10 final approval, and monitoring completion of the settlement process. I expect this additional work will
11 result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the
12 prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial
13 matter, these are the charges that would be made and presented to the client. My firm's hourly rates are
14 based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A
15 true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates
16 have been approved by Court's throughout California, including the Courts in the Superior Court of
17 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class
18 Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant]
19 community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly
20 rates is further confirmed by comparing such rates with the rates of comparable counsel practicing
21 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
22 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
23 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate
24 billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District
25 of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
26

27 ⁵ Class Counsel switched billing systems in June 2022, so Exhibit #3 contains the billing for
28 inception to June 2022, and Exhibit #4 contains the billing from June 2022 to September 10, 2024.

1 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
2 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
3 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
4 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
5 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
6 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than
7 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a
8 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which
9 will be even less by the completion of the settlement. This is comparable to the multipliers approved in
10 other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.
11

12 Litigation Expenses

13 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
14 Counsel Litigation Expenses Payment of not more than \$16,500." Class Counsel requests reimbursement
15 for incurred litigation expenses and costs in the amount of \$13,833.05. Class Counsel have
16 incurred \$13,833.05 based upon counsel's billing records. These litigation expenses include the expenses
17 incurred for filing fees, mediation expenses, expert expenses (Berger Consulting), and attorney service
18 charges (Knox, OneLegal), and research charges (LexisNexis), all of which are costs normally billed
19 to and paid by the client.⁶ The details of the litigation expenses incurred are set forth in Exhibits #3
20 and 4.⁷ These costs were reasonably incurred in the prosecution of the Action.
21

22 Service Award

23

24 ⁶ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
25 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging,
26 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
27 mediation, exhibits, documents scanning, and visual equipment are typically recoverable." *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

28 ⁷ Exhibit #3 contains the expense billing for inception to June 2022, and Exhibit #4 contains the
expense billing from June 2022 to September 10, 2024.

1 14. For his service as the sole class representative, Plaintiff should be awarded the agreed
2 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
3 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
4 payment and there have been no objections to the requested service award. The Plaintiff's declaration in
5 support of this request is attached hereto as Exhibit #6. As the sole representative of the Class, Plaintiff
6 performed his duties to the Class admirably and without exception. Plaintiff worked extensively with
7 Class Counsel during the course of the litigation, responding to numerous requests, searching for
8 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
9 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
10 class release. The Plaintiff's declaration details the involvement, stress and risks he undertook as a result
11 of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees
12 to Defendant, as well as the reputational risk of being "blacklisted" by other future employers for having
13 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
14 cooperation and information, no other employees would be receiving any benefit. The payment of service
15 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
16 currently awarded range for similar settlements. The requested award is also reasonable by reference to
17 the amounts that other California courts have found to be reasonable in wage and hour class action
18 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
19 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
20 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
21 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
22 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
23 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
24 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
25 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
26 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
27 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
28

(N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-

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

17 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
18 assumed in bringing this action against his former employer. Plaintiff put his future employment
19 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
20 the internet and may become known to prospective employers when evaluating" him for employment.
21 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
22 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
23 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
24 employers to run extensive background searches on potential employees. Companies who provide these
25 services specifically highlight the fact that their services allows employers to weed out litigious
26 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
27 prospective employee is likely to sue" the employer, through background checks and other means, to
28

1 screen out these employees.⁸ Onicra Credit Rating Agency states: "Background screening has become
2 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
3 employers simply cannot afford to hire employees who will put their company at risk."⁹ PreciseHire also
4 offers employment screening and similarly warns: "with today's business climate being extremely
5 competitive and highly litigious, conducting pre employment background checks has become a
6 necessity."¹⁰

7 16. As a result, Class Counsel respectfully requests approval of the application for award of
8 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
9 expenses in the amount of \$13,833.05, and approval of the requested service award to the Plaintiff.

10 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
11 The Class Counsel Fees Payment awarded shall be allocated 70% to Blumenthal Nordrehaug Bhowmik
12 De Blouw LLP, and 30% to Shane Law P.C.

13 I declare under penalty of perjury under the laws of the State of California that the foregoing is
14 true and correct. Executed this 10^h day of September, 2024, at San Diego, California.

15 /s/ Norman Blumenthal
16 NORMAN B. BLUMENTHAL
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25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁹ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ¹⁰ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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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; Lešević 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; Porrás 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. Lifesafers of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sonny Rattler (“Plaintiff”) and defendant Pacific Coast Container, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Rattler v. Pacific Coast Container, Inc.*, Case No. 22CV015216, initiated on July 28, 2022, and pending in Superior Court of the State of California, County of Alameda.
- 1.2. “Administrator” means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who worked for Defendant in California, including any employees staffed with Defendant by a third party including LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions and were classified as non-exempt at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously worked for Defendant in California, including any employees staffed with Defendant by a third party including LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, who were classified as non-exempt at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Shane Phayakapong of Shane Law, P.C.
- 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 July 28, 2018, through the earlier of preliminary approval or July 23, 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 Alameda.

- 1.17. “Defendant” means Pacific Coast Container, Inc.
- 1.18. “Defense Counsel” means Joseph R. Lordan, Vincent Fisher and Bo Kyung Kim of O’Hagan Meyer, LLP.
- 1.19. “Effective Date” shall be the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the later of the following events: (i) if no objection to the settlement is made, the Effective Date is fifteen (15) days following the date of service to Defendant of the Court’s final approval order; (ii) if an objection to the settlement is made but no appeal is filed, the Effective Date is fifteen (15) days following the date of the running appeal period; or (iii) If an appeal is filed, the Effective Date is fifteen (15) days following the date of the judgement is final and no longer subject to appeal.
- 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 Five Hundred Thousand Dollars (\$1,500,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from May 24, 2021, to July 23, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s April 29, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$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.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Sonny Rattler, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all class claims pled or could have been pled under federal, state or local law in law or in equity based on the factual allegations contained in the Operative Complaint which occurred during the Class Period under federal, state or local law, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

- 1.39. “Released PAGA Claims” means claims pled or could have been pled based on the factual allegations contained in the PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The PAGA release will include any violation of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218, 218.6, 221, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 450, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, Cal. Bus. & Prof. Code §§ 17200, et. seq., and any Wage Order.
- 1.40. “Released Parties” means: Defendant, LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and any and all of Defendant’s affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, an investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant’s behalf) predecessors, successors, and assigns.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On July 28, 2022, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Alameda, Case No. 22CV015216. Plaintiff’s Complaint asserted claims that Defendant:
- (a) Violated California Business and Professions Code § 17200 et seq.;

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

2.2. On July 28, 2022, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda, asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No. 22CV015223 (hereinafter "PAGA Action").

2.3. On November 21, 2023, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, consolidated the claims alleged in this Action and the separately filed PAGA Action.

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

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

2.6. On May 24, 2023, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a respected mediator of wage and hour representative and class actions. 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 have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. 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.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To 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. 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 \$500,000, and a Class Counsel Litigation Expenses Payment of not more than \$16,500. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$11,600 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 \$11,600, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records through the mediation, Defendant has represented that 408 Class Members collectively worked a total of 45,700 workweeks at the mediation. Defendant also represented 304 aggrieved employees and a total of 18,699 PAGA Pay Periods at the mediation.
- 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 on 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 a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties designate Alliance for Children’s Rights as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 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 upon entry of Final Judgment, , Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

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

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

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

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

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

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

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and

the Cy Pres Recipient, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 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/or the proposed Cy Pres Recipient; 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 and/or the proposed Cy Pres Recipient; (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 and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work

together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

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

proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

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

of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator's Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records through mediation, Defendant provided figures as to the Class as set forth in paragraph 4.1 above at mediation. In the event the actual number of Class Workweeks set forth in paragraph 4.1 above increases by more than 10% above 45,700 (i.e., 50,270), the Gross Settlement Amount shall increase proportionally by the percentage increased above 10%.

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

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

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall

nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

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

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

except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. **All Parties agree that no party shall issue any press release to the news media, or communicate in any way with any news media, concerning the settlement or litigation.**

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

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

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037

Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

O'Hagan Meyer LLP

Joseph R. Lordan

E-Mail: JLordan@OHaganMeyer.com

Vincent R. Fisher

E-Mail: VFisher@OHaganMeyer.com

Trenten N. Bilodeaux

E-Mail: TBilodeaux@OHaganMeyer.com

One Embarcadero Center, Suite 2100

San Francisco, CA 94111

Telephone 628.626.6909

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 shall be extended for a period of not less than one (1) year starting from the date of the signing of the Agreement by all Parties until the entry of the Final Approval Order and Judgment of it not entered the date this Agreement shall not longer be of any force or effect..

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

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Sonny Jake Rattler


Sonny Jake Rattler (Apr 19, 2024 11:05 PDT)

Plaintiff Sonny J. Rattler

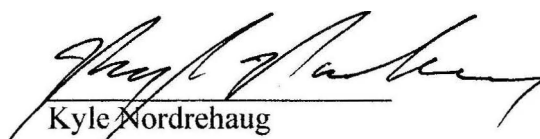
Dated: 4/24/24



Michael McDonnell - President

For Defendant Pacific Coast Container, Inc.

Dated: 4/22/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: 4/24/24



Joseph L. Lordan

Vincent R. Fisher

Trenten N. Bilodeaux

O'Hagan Meyer LLP

Attorney for Defendant Pacific Coast Container, Inc.

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**

***Rattler v. Pacific Coast Container, Inc., Superior Court of the State of California,
County of Alameda, Case No. 22CV015216
(Consolidated with Case No. 22CV015223)***

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Pacific Coast Container, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Sonny Rattler (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously worked for Defendant in California, including any employees staffed with Defendant by a third party including LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and were classified as non-exempt at any time during the Class Period (July 28, 2018 through July 23, 2023) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously worked for Defendant in California, including any employees staffed with Defendant by a third party including LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and who were classified as non-exempt at any time during the PAGA Period (May 24, 2021 through July 23, 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 whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires 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 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	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.
The Opt-out Deadline is ____.	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.
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Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or 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 Alameda County Superior Court, in Department 23 before Judge Tara Desautels. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to 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 Sonny Rattler was an employee of Defendant. The Action accuses Defendant of violating 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, failure to pay sick wages, and engaging in unfair competition. Plaintiff also seeks civil penalties under the Private Attorneys General Act (“PAGA”).

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

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

So far, the Court has made no determination 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 an 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 do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) 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 One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Gross Settlement Amount”) to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall 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 on the Effective Date. The “Effective Date” shall be the date when the Court enters a Judgment on its Order Granting Final Approval of the Settlement and the later of the following events: (i) if no objection to the settlement is made, the Effective Date is fifteen (15) days following the date of service to Defendant of the Court’s final approval order; (ii) if an objection to the settlement is made but no appeal is filed, the Effective Date is fifteen (15) days following the date of the running appeal period; or (iii) If an appeal is filed, the Effective Date is fifteen (15) days following the date of the judgement is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

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

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$500,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$16,500. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff 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 State of California's Labor and Workforce Development Agency ("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 Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is May 24, 2021, through July 23, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. 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 allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. 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 the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. 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 paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Cy Pres Recipient selected by the Parties, subject to Court approval, is _____. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective upon the entry of final judgment, 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 under federal, state or local law, in law or in equity based on the factual allegations contained in the Operative Complaint which occurred during the Class Period under federal, state or local law, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

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

Released PAGA Claims. Effective upon the entry of final judgment, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claim. The “Released PAGA Claims” are all claims pled or could have been pled based on the factual allegations contained in the PAGA Notice sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The PAGA release will include any violation of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218, 218.6, 221, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 450, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, Cal. Bus. & Prof. Code §§ 17200, et. seq., and any Wage Order.

Released Parties. The Released Parties are: Defendant, LiUNA Laborer’s Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and any and all of Defendant’s affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant’s behalf) predecessors, successors, and assigns.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks.

Defendant’s records reflect that you worked <<____>> Workweeks during the Class Period (July 28, 2018 through July 23, 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 (May 24, 2021 through July 23, 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 _____ [sixty (60) 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.

6. How can I get a payment?

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

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

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

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

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 *Rattler v. Pacific Coast Container* 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 *Rattler v. Pacific Coast Container*, Case No. 22CV015216. 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 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rattler v. Pacific Coast Container* or on the Court's website (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. 22CV015216.

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 _____** [sixty (60) 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, *Rattler v. Pacific Coast Container*, Case No. 22CV015216, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready

to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <http://www.alameda.courts.ca.gov/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

O'Hagan Meyer LLP
Vincent R. Fisher
E-Mail: VFisher@OHaganMeyer.com
Bo Kyung Kim
E-Mail: BKim@OHaganMeyer.com
One Embarcadero Center, Suite 2100
San Francisco, CA 94111
Telephone 628.626.6909

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 23 of the Superior Court of California, County of Alameda, at 1221 Oak Street, Oakland, CA 94612, before Judge Tara Desautels. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <http://www.alameda.courts.ca.gov/>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rattler v. Pacific Coast Container*. In addition, hearing dates are posted on the Internet via the eCourt Public Portal for the California Superior Court for the County of Alameda (<https://eportal.alameda.courts.ca.gov/>) and entering the Case No. 22CV015216.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Rattler v. Pacific Coast Container* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Rattler v. Pacific Coast Container*. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (22CV015216) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings, including the Clerk's Office at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612.

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 Cy Pres Recipient selected by the Parties which is Alliance for Children's Rights.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SONNY RATTLER, an individual, on behalf
of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general,

Plaintiff,

vs.

PACIFIC COAST CONTAINER, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22CV015216

[Consolidated with Case No. 22CV015223]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept: 23

Date Filed: July 28, 2022
Trial Date: Not set

This matter came before the Honorable _____ of the Superior Court of the State
of California, in and for the County Alameda, on _____ [DATE], for hearing on the
unopposed motion by Plaintiff Sonny Rattler ("Plaintiff") for preliminary approval of the
Settlement with Defendant Pacific Coast Container, Inc. ("Defendant"). The Court, having
considered the briefs,

1 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
4 **IT IS HEREBY ORDERED:**

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

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

13 3. The Gross Settlement Amount that Defendant shall pay is One Million Five
14 Hundred Thousand Dollars (\$1,500,000). It appears to the Court on a preliminary basis that the
15 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
16 when balanced against the probable outcome of further litigation and the significant risks relating
17 to certification, liability and damages issues. It further appears that investigation and research
18 have been conducted such that counsel for the Parties are able to reasonably evaluate their
19 respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arm's-length negotiations.

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

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$16,500, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
8 supporting these requests, including lodestar, prior to final approval.

9 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
13 "all individuals who are or previously worked for Defendant in California, including any
14 employees staffed with Defendant by a third party including LiUNA Laborer's Local Union 67,
15 Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent, Horizon Personnel
16 Services, CorTech, Chartwell Staffing Solutions, and were classified as non-exempt at any time
17 during the Class Period." The "Class Period" is July 28, 2018, through July 23, 2023.

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

1 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
2 Court provisionally appoints N Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit
3 Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Shane Phayakapong of Shane
4 Law, P.C as Class Counsel for the Class.

5 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
6 Amount of \$30,000, which shall be allocated \$22,500 to the Labor & Workforce Development
7 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$7,500 to the Aggrieved Employees. “Aggrieved
9 Employees” are all individuals who are or previously worked for Defendant in California,
10 including any employees staffed with Defendant by a third party, including LiUNA Laborer’s
11 Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek Talent,
12 Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and were classified as non-
13 exempt at any time during the PAGA Period (May 24, 2021, through July 23, 2023). Pursuant to
14 Labor Code section 2699, subdivision (1)(2), the LWDA will be provided notice of the Agreement
15 and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

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

3 11. The Court hereby appoints Apex Class Action, LLC as the Administrator. No later
4 than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator.
5 The Administrator will perform address updates and verifications as necessary prior to the first
6 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
7 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
8 Class Members via first-class regular U.S. Mail to their last known address.

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

23 13. Any Class Member who has not opted out may appear at the final approval hearing
24 and may object or express the Member’s views regarding the Settlement and may present evidence
25 and file briefs or other papers that may be proper and relevant to the issues to be heard and
26 determined by the Court as provided in the Class Notice. Class Members will have until the
27 Response Deadline to submit their written objections to the Administrator. Written objections
28

1 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
2 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
3 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
4 Hearing to make an oral objection.

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

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

1 evidence of a presumption, concession, indication or admission by Defendant of any liability,
2 fault, wrongdoing, omission, concession or damage.

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

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

17 **IT IS SO ORDERED.**

18 Dated: _____

19 _____
20 HON.
21 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

SONNY RATTLER, an individual, on behalf
of himself and on behalf of all persons
similarly situated, and on behalf of the State of
California, as private attorney general,

Plaintiff,

vs.

PACIFIC COAST CONTAINER, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: 22CV015216

[Consolidated with Case No. 22CV015223]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept: 23

Date Filed: July 28, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Sonny Rattler (“Plaintiff”) for an order finally
2 approving the First Amended Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Pacific Coast Container, Inc. (“Defendant”), attorneys’ fees and costs, service payment,
4 and the expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable _____.

6 **I.**

7 **FINDINGS**

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

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

23 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness of the Settlement**

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

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

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

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

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

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

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

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

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

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

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in
28

1 light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and
2 effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$30,000, which shall be allocated \$22,500 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$7,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who are or previously worked for Defendant
19 in California, including any employees staffed with Defendant by a third party, including LiUNA
20 Laborer's Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing Solutions, Tek
21 Talent, Horizon Personnel Services, CorTech, Chartwell Staffing Solutions, and were classified as
22 non-exempt at any time during the PAGA Period (May 24, 2021 through July 23, 2023). Pursuant
23 to Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
24 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
25 Penalties to be reasonable.

1 II.
2 ORDERS

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

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

6 All individuals who are or previously worked for Defendant in California,
7 including any employees staffed with Defendant by a third party, including LiUNA
8 Laborer's Local Union 67, Empire Workforce Solutions, Simplified Labor Staffing
9 Solutions, Tek Talent, Horizon Personnel Services, CorTech, Chartwell Staffing
Solutions, and were classified as non-exempt at any time during the Class Period
(July 28, 2018 through July 23, 2023).

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

13 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
14 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
15 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
16 Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective
17 Date.

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

21 19. The payment of Class Representative Service Payment in the amount of \$_____
22 to the Plaintiff is approved.

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

25 21. The PAGA Penalties amount of \$30,000 is approved and is to be distributed in
26 accordance with the Agreement.

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

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

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

23 25. If the Agreement does not become final and effective in accordance with the terms
24 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
25 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
26 revert to their respective positions as of before entering into the Agreement, and expressly reserve
27 their respective rights regarding the prosecution and defense of this Action, including all available
28

1 defenses and affirmative defenses, and arguments that any claim in the Action could not be
2 certified as a class action and/or managed as a representative action.

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

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

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

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

12 29. Effective upon the entry of final judgment, Plaintiff, Participating Class Members,
13 Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

14 (a) All Participating Class Members, on behalf of themselves and their
15 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
16 and assigns, release Released Parties from the Released Class Claims. The "Released Class
17 Claims" are all class claims pled or could have been pled under federal, state or local law, in law
18 or in equity based on the factual allegations contained in the Operative Complaint which occurred
19 during the Class Period under federal, state or local law, and expressly excluding all other claims,
20 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
21 social security, workers' compensation, and class claims outside of the Class Period.

22 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
23 of themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claim. The
25 "Released PAGA Claims" are all claims pled or could have been pled, based on the factual
26 allegations contained in the PAGA Notice sent by Plaintiff that occurred during the PAGA Period
27 as to the Aggrieved Employees and expressly excluding all other claims, including claims for
28

1 vested benefits, wrongful termination, unemployment insurance, disability, social security,
2 workers' compensation, and PAGA claims outside of the PAGA Period. The PAGA release will
3 include any violation of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218, 218.6, 221,
4 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 450, 510, 512, 515, 558, 1174, 1174.5, 1175, 1194,
5 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, Cal. Bus. & Prof. Code §§ 17200, et. seq., and any
6 Wage Order.

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

11 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
12 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
13 Administrator shall transmit the funds represented by such checks to the CyPres Recipient, which
14 is Alliance for Children's Rights, consistent with the requirements of California Code of Civil
15 Procedure Section 384.

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

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

22
23 Dated: _____

24 _____
25 HON.
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
27
28

EXHIBIT #3

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

SEPTEMBER 10, 2024

SONNY RATTLER

RE: PCC LOGISTICS
FILE NUMBER: CA2590.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/15/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. REVIEW DEFENDANT'S BUSINESS OPERATIONS IN CA. STATUS UPDATE TO PLAINTIFF. DISCUSS CASE FACTS WITH CO-COUNSEL.	4.30	850	3,655.00
01/17/22	ND	REVIEW EMAILS AND DOCS FROM PLAINTIFF REGARDING WORKPLACE DISCRIMINATION AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING DFEH AND 1102.5 CLAIMS. ANALYZE PREVIOUS COURT DECISIONS. REVIEW AND RESEARCH 2802 CLAIMS.	3.80	850	3,230.00
02/08/22	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. REVIEW ALL PAY STUBS FOR REGULAR RATE AND 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT AND CLAIMS. ANALYZE EMPLOYEE HANDBOOK.	4.50	850	3,825.00
03/15/22	ND	DRAFT COMPLAINT. ANALYZE FACTS AND LAW.	4.60	850	3,910.00
04/12/22	ND	REVIEW MEAL AND REST BREAK CLAIMS. DRAFT COMPLAINT.	3.80	850	3,230.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		STATUS UPDATE TO PLAINTIFF.			
04/13/22 01	KN	ANALYSIS OF CLAIMS AND DOCUMENTS; REVIEW CLIENT FACTS AND DOCUMENTS; WORK ON THEORIES AND LIABILITY FOR CLAIMS; REVIEW RESEARCH AND ANALYSIS FROM ND; REVIEW DRAFT COMPLAINT; PROVIDE INPUT TO ND	2.50	950	2,375.00
04/22/22	ND	FINALIZE COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL TO FILE. CALL WITH PLAINTIFF TO DISCUSS LAWSUIT AND POTENTIAL OUTCOMES.	1.90	850	1,615.00
04/23/22	ND	REVIEW CASE FILE. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND CLAIMS.	2.00	850	1,700.00
04/27/22	ND	REVIEW AND RESEARCH PAGA CLAIMS AND PENALTIES. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFF AND CO-COUNSEL.	2.30	850	1,955.00
04/28/22 15	KN	REVIEW FINAL DRAFT OF COMPLAINT; REVIEW UPDATED CASE NOTES AND FACTS; ANALYSIS OF CLAIMS; REVIEW PAGA NOTICE AND MEMO FROM ND	1.50	950	1,425.00
<u>TOTAL BILLED HOURS</u>					
KYLE NORDREHAUG		4.00 hr @ 950.00	\$	3,800.00	
NICK DEBLOUW		27.20 hr @ 850.00	\$	23,120.00	
TOTAL PROFESSIONAL SERVICES			31.20		<u>\$ 26,920.00</u>
COSTS ADVANCED					
04/28/22	PAGA FILING FEE				<u>75.00</u>
TOTAL COSTS ADVANCED					<u>\$ 75.00</u>
TOTAL CURRENT CHARGES					<u>\$ 26,995.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/10/2024
Due On: 10/10/2024

Sonny J Rattler
709 Elm Avenue, Apt 303
Long Beach, CA 90813

CA2590

Pacific Coast Container, Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/30/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	07/08/2022	Review PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	07/12/2022	Revise complaint for filing, advise ND	2.80	\$450.00	\$1,260.00
Service	07/26/2022	Review case notes & damage analysis	0.40	\$675.00	\$270.00
Service	07/26/2022	Review & analyze employment file documents/1198.5 response	3.00	\$675.00	\$2,025.00
Service	07/27/2022	Review & edit class action complaint draft; finalize draft for next day filing	2.50	\$675.00	\$1,687.50
Service	07/28/2022	Draft PAGA Only Representative Action Complaint	4.50	\$675.00	\$3,037.50
Service	07/28/2022	Draft summons, civil case cover sheet & addendum re class case	0.50	\$675.00	\$337.50
Service	07/28/2022	Review & finalize class action complaint draft; file in Alameda Sup. Ct.	0.60	\$675.00	\$405.00
Service	07/28/2022	Draft summons, civil case cover sheet & addendum re paga case	0.40	\$675.00	\$270.00
Service	07/28/2022	Review & finalize PAGA action complaint package; file in Alameda Sup. Ct.	0.60	\$675.00	\$405.00

Service	07/29/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	07/29/2022	Review final complaint and court notices; review memo from RE; review final PAGA complaint; review updated case notes and valuation issues to analyze claims	1.00	\$950.00	\$950.00
Service	08/04/2022	Review court-returned documents; review notice of assignment & notice of cmc; review docket; memo to firm re judicial/departement assignment and status of initial CMC re paga action	0.50	\$675.00	\$337.50
Service	08/04/2022	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
Service	08/26/2022	Review file and pleadings for onboarding in advance of hearing; draft summary.	1.50	\$550.00	\$825.00
Service	08/29/2022	Receipt an review tentative re complex determination hearing.	0.10	\$750.00	\$75.00
Service	08/29/2022	Multiple correspondence regarding complex determination hearing; review docket, extract and circulate tentative.	0.80	\$550.00	\$440.00
Service	09/13/2022	Review file; review letter of rep; email to d/c re authorization to serve via NAR	0.40	\$675.00	\$270.00
Service	09/14/2022	Prepare initial documents for service of process re class action; prepare Notice & Acknowledgment of Receipt; email to defense counsel w docs to effectuate service; instruct staff to send hard copy per code	0.80	\$675.00	\$540.00
Service	09/14/2022	Prepare initial documents for service of process re paga action; prepare Notice & Acknowledgment of Receipt; email to defense counsel w docs to effectuate service; instruct staff to send hard copy per code	0.80	\$675.00	\$540.00
Service	09/15/2022	Email to/from B. Kim re: electronic service agreement and service of complaint.	0.30	\$750.00	\$225.00
Service	10/05/2022	Draft POS-010 proof of service of summons; attach executed NAR, file in SF Sup. Ct.; memo to firm re post-service written discovery re paga action	0.70	\$675.00	\$472.50
Service	10/05/2022	Draft POS-010 proof of service of summons; attach executed NAR, file in SF Sup. Ct.; memo to firm re post-service written discovery re class action	0.70	\$675.00	\$472.50
Service	10/28/2022	Review docket for tentative regarding complex determination hearing; draft and circulate summary.	0.30	\$550.00	\$165.00
Service	10/31/2022	Review docket for tentative ruling and status of hearing; draft follow up correspondence with AC.	0.40	\$550.00	\$220.00
Service	10/31/2022	Retrieve and review tentative ruling regarding complex determination hearing; draft and circulate summary.	0.50	\$550.00	\$275.00

Service	11/03/2022	[PAGA] Receipt and review Answer to Complaint.	0.30	\$750.00	\$225.00
Service	11/03/2022	[Class] Receipt and review Answer to Complaint.	0.30	\$750.00	\$225.00
Service	11/04/2022	Review file and docket for status; draft follow up correspondence regarding CMCs.	0.70	\$550.00	\$385.00
Service	11/07/2022	Review docket and file for status; draft case management statement and proof of service.	1.20	\$550.00	\$660.00
Service	11/10/2022	Correspondence with opposing counsel regarding meet and confer call.	0.50	\$550.00	\$275.00
Service	11/11/2022	Teleconference with opposing counsel; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	11/11/2022	Revise, finalize, file and serve case management statement.	0.70	\$550.00	\$385.00
Service	11/14/2022	Receive and review statement from Court; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	11/14/2022	Review status and emails; review CMC Statement; review Court correspondence and response thereto.	0.50	\$950.00	\$475.00
Service	11/18/2022	[PAGA] Receipt and review Notice of Related Case.	0.20	\$750.00	\$150.00
Service	11/18/2022	[Class] Receipt and review Notice of Related Case.	0.20	\$750.00	\$150.00
Service	11/22/2022	[PAGA] Receipt and review Order re: relating cases.	0.30	\$750.00	\$225.00
Service	11/22/2022	[Class] Receipt and review Order re: relating cases.	0.30	\$750.00	\$225.00
Service	11/22/2022	Email from B. Kim re: class size and mediation dates.	0.20	\$750.00	\$150.00
Service	12/01/2022	Receipt and review notice of case reassignment.	0.20	\$750.00	\$150.00
Service	12/12/2022	[Class] Draft Stipulation to Stay Pending Mediation.	0.50	\$750.00	\$375.00
Service	12/12/2022	[PAGA] Draft Stipulation to Stay Pending Mediation; Email to V. Fisher re: same.	0.60	\$750.00	\$450.00
Service	12/12/2022	Review status and emails; review Stipulation to stay	0.30	\$950.00	\$285.00
Service	12/27/2022	Email to B. Kyung re: meet and confer re: stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	01/03/2023	Email to B. Kim re: stipulations to stay pending mediation and third follow-up.	0.30	\$750.00	\$225.00
Service	01/03/2023	Bates stamp docs ahead of mediation	1.00	\$250.00	\$250.00
Service	01/04/2023	Review and outline client file and defendant documents; create exhibit book.	1.50	\$550.00	\$825.00
Service	01/04/2023	Draft mediation data request; submit to AB for review.	1.00	\$550.00	\$550.00
Service	01/04/2023	Revise, finalize and serve mediation data request.	0.30	\$550.00	\$165.00

Service	01/09/2023	[Class] Revise and analyze Stipulation to Stay Pending mediation.	0.40	\$750.00	\$300.00
Service	01/09/2023	[PAGA] Revise and analyze Stipulation to Stay Pending mediation.	0.40	\$750.00	\$300.00
Service	01/09/2023	Email to B. Kim re: revisions to Stipulation to Stay Pending mediation.	0.20	\$750.00	\$150.00
Service	01/10/2023	[Class] Revise and finalize Stipulation to Stay Pending Mediation.	0.30	\$750.00	\$225.00
Service	01/10/2023	[PAGA] Revise and finalize Stipulation to Stay Pending Mediation; Email from/to B. Kim re: revisions to same.	0.40	\$750.00	\$300.00
Service	01/12/2023	[Class] Review final Stipulation to Stay Pending Mediation.	0.40	\$750.00	\$300.00
Service	01/12/2023	[PAGA] Review final Stipulation to Stay Pending Mediation.	0.40	\$750.00	\$300.00
Service	01/12/2023	Finalize stips to stay, draft POS, serve via email, file via one legal, courtlink	1.00	\$250.00	\$250.00
Service	01/17/2023	Review and analyze Order Granting Stay and Setting CMC.	0.30	\$750.00	\$225.00
Service	01/17/2023	Review status and emails; review filed stipulation and court order; review exhibit book and mediation requests	0.50	\$950.00	\$475.00
Service	03/05/2023	Review warehouse quota law violations. Legal research Cal. Lab. Code Section 2100 recent court opinions and settlements. Status update to Plaintiff to discuss.	2.20	\$850.00	\$1,870.00
Service	04/06/2023	Review stipulations and file for status of mediation data; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	04/07/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	04/11/2023	Confirm docs bates stamped OK for mediation	0.30	\$250.00	\$75.00
Service	04/27/2023	Multiple correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	04/28/2023	Multiple correspondence with AB and opposing counsel regarding proposed sampling.	0.30	\$550.00	\$165.00
Service	04/28/2023	Review and analyze court docket and case file. Review all discovery and data produced for mediation purposes. Analyze Defendant's wage and hour written policies. Review any related litigation in State and federal court. Call with Plaintiff to obtain background facts for mediation brief. Prepare for mediation.	5.40	\$850.00	\$4,590.00
Service	04/29/2023	Review and analyze pay stub exemplars for wage statement and overtime issues. Legal research regular rate exclusions - analyze recent case law, code of	4.40	\$850.00	\$3,740.00

		federal regulations and wage orders.			
Service	05/01/2023	Multiple correspondence with AB regarding mediation data; draft follow up correspondence with opposing counsel.	0.40	\$550.00	\$220.00
Service	05/02/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	05/02/2023	Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	05/03/2023	Multiple correspondence regarding proposed sampling; review file for status of policies and handbooks; draft follow up correspondence.	0.70	\$550.00	\$385.00
Service	05/03/2023	Draft mediation brief. Analyze facts and law. Discuss with AJ Bhowmik.	6.10	\$850.00	\$5,185.00
Service	05/04/2023	Review status of production; review assembled documents and exhibit book; review draft mediation brief; review research and analysis from ND; analyze claims and facts; provide input to AJ	2.00	\$950.00	\$1,900.00
Service	05/08/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.40	\$550.00	\$220.00
Service	05/08/2023	Receive and review policy documents; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	05/08/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Review and analyze off the clock work tasks and rounding claims. Review case law.	3.40	\$850.00	\$2,890.00
Service	05/09/2023	Bates stamp D's docs ahead of mediation, pull into exhibit book, email AGR	2.00	\$250.00	\$500.00
Service	05/11/2023	Review/analyze Rattler v. PCCL-Sample Employee Data-Confidential-For Mediation Purposes Only. Send to expert w/ instructions. Review/analyze Rattler v. PCCL-Sample Timekeeping Data-Confidential-For Mediation Purposes Only. Send to expert w/ instructions. Review/analyze PCCL-000180-000623 and pull exhibits for mediation brief. Draft mediation brief. Analyze addtl mediation needs and advise staff.	8.00	\$895.00	\$7,160.00
Service	05/15/2023	Receipt and review Defendant's Substitution of Attorney.	0.20	\$750.00	\$150.00
Service	05/15/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	05/16/2023	Review and analyze docket and orders to determine if case was transferred out of Judge Seligman's department.	0.30	\$750.00	\$225.00
Service	05/16/2023	Receipt and review Notice of Change of Handling Attorney.	0.30	\$750.00	\$225.00

Service	05/16/2023	Multiple correspondence with AB regarding class size and workweek count; review docket for status; draft follow up correspondence regarding judge.	0.60	\$550.00	\$330.00
Service	05/16/2023	Review mediation documents and outline COVID-19 leave payments; multiple correspondence with AB regarding the same.	1.00	\$550.00	\$550.00
Service	05/16/2023	Review/analyze exposure charts from expert. Draft/ send corr to expert re revisions. Review/analyze Covid Prevention Plan is at PCCL_000437-476 and references separate COVID-19 paid sick leave in various places (PCCL_000454; 456; 471) . Draft mediation brief. Draft/send info request to Scott.	8.00	\$895.00	\$7,160.00
Service	05/17/2023	Update POS//update class list spreadsheet	0.40	\$250.00	\$100.00
Service	05/18/2023	Update mediation spreadsheet per AJ; organize and update documents; draft follow up correspondence.	1.00	\$550.00	\$550.00
Service	05/18/2023	Finalize and file mediation brief.	4.00	\$895.00	\$3,580.00
Service	05/18/2023	Review document production; review analysis of facts and documents from AJ; review materials from AR; review revised draft of mediation brief and materials; analyze for mediation strategy and provide thoughts to AJ	2.00	\$950.00	\$1,900.00
Service	05/22/2023	Receive and review additional mediation data; update case file and matrix; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	05/22/2023	Review expert damage and penalty report. Review all mediation materials including briefs and exhibits thereto in preparation for mediation. Conference with Plaintiff to discuss status and settlement authority.	2.80	\$850.00	\$2,380.00
Service	05/23/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	05/24/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	05/24/2023	Review docs, analyze re settlement approval issues. Advise AJ.	3.00	\$995.00	\$2,985.00
Service	05/24/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	05/24/2023	Bates stamp P's docs, save in exhibit book and email to AJ for review	0.50	\$250.00	\$125.00
Service	05/24/2023	Review emails and memo regarding mediation; analyze issues and provide input to AJ	0.50	\$950.00	\$475.00
Service	05/25/2023	Review file for status of mediation; draft follow up correspondence.	0.40	\$550.00	\$220.00
Service	05/26/2023	Update number of CM and AE	0.20	\$250.00	\$50.00
Service	06/01/2023	Update spreadsheet re case settled	0.20	\$250.00	\$50.00

Service	06/02/2023	Review MOU, analyze re settlement issues. Advise AJ.	2.75	\$995.00	\$2,736.25
Service	06/06/2023	Review settlement terms. Analyze MOU, advise AJ.	1.25	\$995.00	\$1,243.75
Service	06/06/2023	Preparation for Joint Report re Mediation by review of relevant file materials and confer with AJB.	0.70	\$675.00	\$472.50
Service	06/06/2023	Preparation of Joint Report re Mediation in class action.	0.90	\$675.00	\$607.50
Service	06/07/2023	Review/analyze/respond to edits to MOU.	3.00	\$895.00	\$2,685.00
Service	06/07/2023	Final MOU, advise AJ.	1.50	\$995.00	\$1,492.50
Service	06/07/2023	Preparation of Joint Report re Mediation in PAGA action; and correspondence with Defendant's counsel re draft Joint Reports in both actions.	0.90	\$675.00	\$607.50
Service	06/07/2023	Review emails; review MOU and revisions thereto; analysis of settlement issues; advise AJ	1.00	\$950.00	\$950.00
Service	06/08/2023	Correspondence from Bo Byung Kim regarding revised updated drafts of Joint Status Reports; evaluation of revisions; update service lists; and preparation of reply to same.	0.70	\$675.00	\$472.50
Service	06/09/2023	Telephone call to Bo Kyung Kim regarding status of filing of Parties' Joint Status Reports.	0.10	\$675.00	\$67.50
Service	06/09/2023	Correspondence with Bo Byung Kim regarding Defendant's filing of Parties' Joint Reports regarding Mediation.	0.20	\$675.00	\$135.00
Service	06/12/2023	Receipt and review Joint Report of Mediation.	0.30	\$750.00	\$225.00
Service	06/12/2023	Receipt and review of correspondence from FirstLegal regarding Defendant's filing of Parties' Joint Report re Mediation, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	06/12/2023	Review/analyze joint report re mediation and assess status of finalizing MOU. Draft follow up corr.	1.00	\$895.00	\$895.00
Service	06/14/2023	Draft/send corr to defense attorney re MOU.	1.00	\$895.00	\$895.00
Service	06/16/2023	Prep for and have call w/ defense attorney. Draft/send corr to defense attorney. Review case calendar/court's rules.	2.00	\$895.00	\$1,790.00
Service	06/22/2023	Review/analyze def's corr w/ MOU and finalized MOU; respond; analyze next steps.	2.00	\$895.00	\$1,790.00
Service	06/22/2023	Review/analyze corr from Defendant w/ finalized MOU. Trust, but verify MOU should be finalized and signed. Draft/send response.	2.50	\$895.00	\$2,237.50
Service	06/22/2023	Review mediation notes and MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss MOU terms and settlement amounts.	1.30	\$850.00	\$1,105.00

Service	06/22/2023	Review emails and final MOU; memo to staff regarding issues for long form agreement	0.50	\$950.00	\$475.00
Service	06/23/2023	Email to S. Phayakapong re: request for costs; Review fee agreement.	0.40	\$750.00	\$300.00
Service	06/26/2023	Preparation for pending Complex Determination Hearing by review and analysis of relevant file materials, including orders, submissions, Court docket, and tentative rulings, and determination as to further handling.	0.50	\$675.00	\$337.50
Service	06/26/2023	Review/sign/circulate MOU internally.	1.00	\$895.00	\$895.00
Service	06/26/2023	Review MOU, analyze re settlement issues. Advise CL.	2.50	\$995.00	\$2,487.50
Service	06/27/2023	Receipt, review, and analysis of Court's tentative rulings regarding Complex Determination Hearings and Case Management Conferences, and determination as to further handling; telephone call to Bo Kim regarding intent re same.	0.40	\$675.00	\$270.00
Service	06/27/2023	Telephone call and confirming email to Vincent Fisher regarding Parties' agreement not to contest tentative rulings re: complex determination hearings; circulate summary of same.	0.40	\$675.00	\$270.00
Service	06/27/2023	Review/analyze complex determination rulings/memo re same. Circulate MOU. Read rules referred to in Court's orders and plan how to comply.	3.00	\$895.00	\$2,685.00
Service	06/27/2023	Draft stip to consolidate, run costs	0.50	\$250.00	\$125.00
Service	06/27/2023	Check tentative ruling procedure to submit	0.30	\$250.00	\$75.00
Service	06/28/2023	Review and analyze memorandum of understanding; Email to V. Fischer requesting confirmation of Class Members for purposes of obtaining estimates for settlement administration.	0.40	\$750.00	\$300.00
Service	06/28/2023	Review and analyze Minute Order re Complex Determination Hearing.	0.20	\$750.00	\$150.00
Service	06/30/2023	Update spreadsheet re MOU signed // confirm case on settlements spreadsheet	0.20	\$250.00	\$50.00
Service	07/05/2023	Review/analyze Notice of case reassignment. Update calendar/case notes.	1.00	\$895.00	\$895.00
Service	07/05/2023	Receipt and review of Notice of Case Reassignment.	0.10	\$675.00	\$67.50
Service	07/06/2023	Draft First Amended Consolidated Class and Representative Action Complaint.	2.80	\$750.00	\$2,100.00
Service	07/06/2023	Draft Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint.	1.80	\$750.00	\$1,350.00

Service	07/07/2023	Prepare for telephone call with B. Kim re: updated class members for bid.	0.20	\$750.00	\$150.00
Service	07/07/2023	Telephone call to B. Kim re: updated class members for bid.	0.30	\$750.00	\$225.00
Service	07/07/2023	Email to B. Kim re: requesting updated class members for bid.	0.20	\$750.00	\$150.00
Service	07/07/2023	Email from B. Kim re: updated class members for bid in the following week.	0.20	\$750.00	\$150.00
Service	07/07/2023	Receive and review Stipulation for Leave to File First Amended Consolidated Class and Representative Action Complaint; review amended complaint; multiple correspondence with CTL regarding the same.	0.80	\$550.00	\$440.00
Service	07/07/2023	Email to/from B. Kim re substitution of attorney O'Hagan Meyer; research re: notice of defense counsel for settlement agreement.	0.40	\$750.00	\$300.00
Service	07/07/2023	Correspondence from Bo Byung Kim re pending substitution of attorney.	0.10	\$675.00	\$67.50
Service	07/07/2023	Review emails and drafts of Stipulation and FAC; analyze to ensure compliance with MOU and settlement issues	0.50	\$950.00	\$475.00
Service	07/10/2023	Revise Stipulation to Consolidate and Leave to File FACC.	0.30	\$750.00	\$225.00
Service	07/10/2023	Email from B. Kim re: substitution of attorney and caption.	0.30	\$750.00	\$225.00
Service	07/10/2023	Correspondence from Bo Kim regarding Defendant's current legal representation, and determination as to further handling.	0.20	\$675.00	\$135.00
Service	07/10/2023	Email to M. Sutherland requesting ILYM Bid for Class Administration.	0.30	\$750.00	\$225.00
Service	07/10/2023	Email B. Kim re: updated class data and ILYM bid.	0.30	\$750.00	\$225.00
Service	07/10/2023	Update POS for both PAGA and Class cases re OPC moved to new firm	0.20	\$250.00	\$50.00
Service	07/11/2023	Review/analyze defense attorney's proposal to use extrapolated wws for admin.	1.00	\$895.00	\$895.00
Service	07/11/2023	Correspondence from Bo Byung Kim re status of obtaining updated class information and settlement administration.	0.20	\$675.00	\$135.00
Service	07/12/2023	Email from M. Sutherland re Class Administration Estimate; Review and analyze IYMN Administration Estimate.	0.40	\$750.00	\$300.00
Service	07/12/2023	Email to B. Kim re ILYM Administration Estimate.	0.20	\$750.00	\$150.00

Service	07/13/2023	Review emails and Admin estimates; advise CL	0.30	\$950.00	\$285.00
Service	07/17/2023	Receipt, review, and analysis of Defendant's Substitution of Attorney, and determination as to whether any action is required.	0.20	\$675.00	\$135.00
Service	07/19/2023	Revise Long Form Settlement Agreement.	0.50	\$750.00	\$375.00
Service	07/19/2023	Email to B. Kim re: revisions to Long Form Settlement Agreement and Stipulation for Leave to File FAC.	0.40	\$750.00	\$300.00
Service	07/19/2023	Review current draft of agreement; review emails and amended complaint draft; analysis for next steps	1.00	\$950.00	\$950.00
Service	07/20/2023	Email from B. Kim r: revision to Stipulation and Settlement Agreement and FAC.	0.30	\$750.00	\$225.00
Service	07/20/2023	Convert First Amended Complaint in word; Email to B. Kim re: revised FAC.	0.60	\$750.00	\$450.00
Service	07/24/2023	Review Defendant's revisions to Agreement; review revisions to the other documents; analysis of issues; advise staff	1.00	\$950.00	\$950.00
Service	07/31/2023	Review, analyze and revise Defendant's Stipulation to Consolidated.	0.60	\$750.00	\$450.00
Service	07/31/2023	Review and analyze revisions to First Amended Consolidated Complaint; Revise First Amended Consolidated Complaint and respond to comments.	0.50	\$750.00	\$375.00
Service	07/31/2023	Review and analyze revisions Long Form Settlement Agreement; Revise Long For Settlement Agreement.	0.80	\$750.00	\$600.00
Service	07/31/2023	Email from/to B. Kim re: two stipulation to consolidate and revisions to FACC and Long Form Settlement Agreements.	0.30	\$750.00	\$225.00
Service	07/31/2023	Review/analyze revisions to the Stip, FACC and Settlement Agreement.	1.00	\$895.00	\$895.00
Service	08/02/2023	Email from B. Kim re: revisions to settlement agreement and FAC; review and analyze MOU, settlement agreement and FAC.	0.50	\$750.00	\$375.00
Service	08/03/2023	Review revisions to agreements through various drafts; review emails from CL; advise CL; review FAC issues	1.50	\$950.00	\$1,425.00
Service	08/16/2023	review settlement agreement, analyze for final.	2.50	\$995.00	\$2,487.50
Service	08/21/2023	Email form B. Kim re: Joint Status Report.	0.20	\$750.00	\$150.00
Service	08/21/2023	Review and outline file for status; draft joint status report in Class and PAGA actions and submit to opposing counsel for review.	1.50	\$550.00	\$825.00
Service	08/22/2023	Revise, finalize, file and serve joint statements in Class and PAGA actions.	0.70	\$550.00	\$385.00

Service	08/25/2023	Receipt and review of tentative rulings re initial case management conferences and complex determination hearing.	0.20	\$675.00	\$135.00
Service	08/25/2023	Class and PAGA - Review status of cases, confirm hearings for both matters still on calendar 8/29/23, download tentative rulings, hearings for both matters continued to 11/7/23, circulate and ask CJ to update calendar	0.50	\$250.00	\$125.00
Service	09/01/2023	Conference call with B. Kim and V. Fisher re: class definition in Long Form Settlement Agreement; Revise FACC; Revise Long For Settlement Agreement; Email to B. Kim and V. Fisher re: same; Discuss with AJ re: same.	1.60	\$750.00	\$1,200.00
Service	09/01/2023	Review email and FAC; review status of agreement and class definition issue; analyze for final revisions.	0.75	\$950.00	\$712.50
Service	09/01/2023	Perform final review of agreement; make additional revisions and prepare redline; email to Def	1.50	\$950.00	\$1,425.00
Service	09/05/2023	Draft exhibits for agreement; review procedures and procedural details; email to Def	4.50	\$950.00	\$4,275.00
Service	09/19/2023	Review/analyze edits for Settlement agreement and exhibits along with the redline version.	2.00	\$895.00	\$1,790.00
Service	10/10/2023	Class/PAGA - Review courtlink alert re Initial CMC and complex determination hearing continued, download minute orders, confirm dates on calendar	0.50	\$250.00	\$125.00
Service	10/19/2023	Email from Bo Kim re: revisions to settlement agreement and exhibits.	0.30	\$750.00	\$225.00
Service	10/31/2023	Draft Joint Initial Status Conference Statement; Email to B. Kim re: same.	0.70	\$750.00	\$525.00
Service	10/31/2023	Email to B. Kim re: revisions to Stipulation for leave to file FACC.	0.40	\$750.00	\$300.00
Service	11/01/2023	Multiple follow up correspondence with opposing counsel regarding discovery.	0.30	\$550.00	\$165.00
Service	11/03/2023	Review status of case, check court's website, confirm 11/7 ISC and Complex determination hearings on calendar, per tentative rulings hearings continued; DSC tentative rulings, ask CJ to calendar new dates	0.70	\$250.00	\$175.00
Service	11/10/2023	Telephone call to B. Kim meet and confer re; class action settlement agreement revisions and stipulation for leave to file FACC.	0.30	\$750.00	\$225.00
Service	11/10/2023	Email B. Kim meet and confer re; class action settlement agreement revisions and stipulation for leave to file FACC.	0.40	\$750.00	\$300.00
Service	11/10/2023	Reviewed court's notice of case reschedling/relocation.	0.20	\$450.00	\$90.00

Service	11/10/2023	Email from B. Kim re: meet and confer re pleadings and revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	11/13/2023	Email to B. Kim re: conference call and meet and confer re pleadings and revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
Service	11/14/2023	Review and revise Long Form Settlement Agreement; Email to/from B. Kim re: conference all re: revisions; Discuss with Kyle revisions to exhibits.	0.80	\$750.00	\$600.00
Service	11/14/2023	Finalize Stipulation fore Leave to File FACC.	0.40	\$750.00	\$300.00
Service	11/14/2023	Revise First Amended Consolidated Complaint.	0.40	\$750.00	\$300.00
Service	11/14/2023	Email from B. Kim re revisions to paragraph 6 related to released claims and language of the MOU; Discuss with Kyle re: same.	0.30	\$750.00	\$225.00
Service	11/15/2023	Review Defendant's revisions to the Settlement Agreement; review emails from CL; review revised draft Agreement from CL; analysis of remaining issues re Agreement; memo to staff	1.50	\$950.00	\$1,425.00
Service	11/16/2023	Finalize Parties' Joint Stipulation to Consolidate Cases and For Leave for Plaintiff to file FACC for service and filing; prepare POS, file through One legal. Email OPC re Parties' Joint Stipulation to Consolidate Cases and For Leave for Plaintiff to file FACC. Circulate to Courtdocs.	0.70	\$250.00	\$175.00
Service	11/20/2023	Reviewed court's order re stipulation to consolidate cases.	0.20	\$450.00	\$90.00
Service	11/21/2023	Receipt and review Order for leave to file FACC; Revise and Finalize FACC.	0.60	\$750.00	\$450.00
Service	11/21/2023	Receipt and review Order for Leave to file FACC; Revise Settlement Agreement; Email to Bo Kim re: FACC And Revised Settlement Agreement.	0.50	\$750.00	\$375.00
Service	11/21/2023	Finalize FACC for service, prepare POS, file through Onelegal. Email to OPC re FACC. Email to Courtdocs to circulate.	0.60	\$250.00	\$150.00
Service	11/29/2023	Email to B. Kim re: version 13 of the Long Form Settlement Agreement.	0.30	\$750.00	\$225.00
Service	11/29/2023	Email to D. De La Cruz re: Kind Op's revisions to the settlement agreement.	0.30	\$750.00	\$225.00
Service	12/04/2023	Reviewed Notice of Case Reassignment	0.20	\$450.00	\$90.00
Service	12/04/2023	Retrieve conformed FACC, file FACC with the LWDA, and email to Courtdocs to circulate.	0.20	\$250.00	\$50.00
Service	12/04/2023	Receipt and review Notice of case reassignment	0.30	\$750.00	\$225.00

Service	12/05/2023	Review status and emails; review remaining issues for Agreement; email CL	0.50	\$950.00	\$475.00
Service	12/07/2023	Email to B. Kim re follow-up re settlement agreement revisions.	0.30	\$750.00	\$225.00
Service	12/08/2023	Email to/from V. Fisher re: revisions to settlement agreement and conference call.	0.30	\$750.00	\$225.00
Service	12/11/2023	Telephone call from V. Fisher re: finalizing settlement agreement; Finalize Settlement Agreement; Email V. Fisher re: same.	0.50	\$750.00	\$375.00
Service	12/11/2023	Review final draft of Agreement; discuss cy pres issue; emails with Defendant; advise staff; review and revise exhibits; provide final redlines to the Defendant	3.00	\$950.00	\$2,850.00
Service	12/20/2023	Review emails and review status; check that steps were completed by staff; prepare approval cchart	0.50	\$950.00	\$475.00
Service	12/26/2023	Receipt and review Notice of case reassignment	0.20	\$750.00	\$150.00
Service	12/28/2023	Reviewed Court's Notice of Case Reassignment.	0.20	\$450.00	\$90.00
Service	01/17/2024	Telephone call V. Fisher re: follow-up re class action settlement agreement.	0.20	\$750.00	\$150.00
Service	01/17/2024	Email to V. Fisher re: follow-up re class action settlement agreement.	0.20	\$750.00	\$150.00
Service	01/17/2024	Email from V. Fisher re client extended vacation and follow-up.	0.20	\$750.00	\$150.00
Service	01/22/2024	Review orders and docket; draft multiple correspondence with opposing counsel.	0.50	\$550.00	\$275.00
Service	01/30/2024	Email from F. Lay re: Joint CMS; review and analyze Joint CMS.	0.30	\$750.00	\$225.00
Service	01/30/2024	Receipt and review Notice of Remote Appearance.	0.20	\$750.00	\$150.00
Service	01/30/2024	Email from T. Bilodeaux re: Joint CMS.	0.20	\$750.00	\$150.00
Service	01/30/2024	Review file for status; draft joint statement and submit to opposing counsel; review docket for status.	1.20	\$550.00	\$660.00
Service	01/31/2024	Reviewed Court's notice of complex determination.	0.20	\$450.00	\$90.00
Service	02/01/2024	Review alert from Courtlinks re tentative ruling re 2/6 initial CMC. Retrieve tentative. Email to Court Docs to circulate and to calendar new date.	0.20	\$250.00	\$50.00
Service	02/13/2024	Email from A. Tumonong re: motion for preliminary approval hearing date.	0.20	\$750.00	\$150.00
Service	02/27/2024	Email from/to V. Fisher re: settlement agreement and update from client.	0.30	\$750.00	\$225.00

Service	02/28/2024	Draft Kullar analysis for preliminary approval brief.	2.00	\$895.00	\$1,790.00
Service	02/28/2024	Draft motion for preliminary approval; research issues; analysis of Kullar valuation; email Defendant regarding status and agreement	2.00	\$950.00	\$1,900.00
Service	02/29/2024	Draft motion for preliminary approval; email draft motion to Defendant	3.00	\$950.00	\$2,850.00
Service	02/29/2024	Review/analyze draft of the motion for preliminary approval. Ensure consistency with mediation notes/ MOU/etc.	2.00	\$895.00	\$1,790.00
Service	03/04/2024	Review status of agreement and final draft; memo to staff; email Defendant; review and plan next steps	1.00	\$950.00	\$950.00
Service	03/04/2024	Review settlement agreement terms and exhibits for conformity with MOU terms. Send agreement to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	03/05/2024	Review file; draft declaration of Sonny Rattler re preliminary approval motion/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	03/11/2024	Draft declaration ISO motion; memo to Admin re decl; emails with RE re client decl; review client decl.	3.00	\$950.00	\$2,850.00
Service	03/11/2024	Review and revise emotion for preliminary approval; prepare exhibits and motion for filing; file and serve motion; serve LWDA	2.00	\$950.00	\$1,900.00
Service	03/20/2024	Review court's order re CMC and email from Y. Silva re CMS due on 3/22/24; draft CMS	0.80	\$450.00	\$360.00
Service	03/21/2024	Email from T. Bilodeaux re: revision to Joint CMS.	0.20	\$750.00	\$150.00
Service	03/21/2024	Email OPC re Joint Case Management Statement draft	0.20	\$450.00	\$90.00
Service	03/22/2024	Email from OPC re Joint Case Management Statement approved, finalize, add POS, file via One Legal, serve via email, circ.	0.50	\$450.00	\$225.00
Service	03/29/2024	[Class/PAGA] Review status of case, Confirm 4/3 ISC on calendar, prepare and file Notice of Remote of Appearance and proposed order granting remote appearance for AS, Email to OPC re notice, Email to dept. 23 requesting ZOOM link	0.80	\$250.00	\$200.00
Service	04/02/2024	[PAGA/Class] Search court docket for tentative rulings re 4/3 CMC & MPA. Retrieve order. Email to Court Docs for circulation. Update file with tentative rulings.	0.30	\$250.00	\$75.00
Service	04/02/2024	Review order, analyze. Advise KN.	2.50	\$995.00	\$2,487.50
Service	04/02/2024	Review tentative re MPA and ISC, confirm ISC continued	0.40	\$450.00	\$180.00

Service	04/02/2024	Review emails and memo from staff; discuss issues with NBB; analysis of next steps	0.50	\$950.00	\$475.00
Service	04/10/2024	Analysis of issues from ruling; review and redline revisions to Agreement; email Def regarding issues to address.	1.50	\$950.00	\$1,425.00
Service	04/15/2024	Receipt and review Order continuing preliminary approval.	0.30	\$750.00	\$225.00
Service	04/17/2024	Review and analyze final agreement as per Ct Order.	2.25	\$995.00	\$2,238.75
Service	04/18/2024	Review revisions to first amended agreement; respond to Defendant	0.50	\$950.00	\$475.00
Service	04/18/2024	Work on further revisions to the Agreement; emails with Defendant about final revisions; review and revise exhibits; email redlines to the Defendant; review ruling to ensure conformity.	2.00	\$950.00	\$1,900.00
Service	04/18/2024	Finalize parties' joint Case Management Conference Statement for service. Update POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
Service	04/18/2024	Review file and docket for status; draft joint case management statement; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
Service	04/18/2024	Finalize and submit joint statement for filing.	0.30	\$550.00	\$165.00
Service	04/18/2024	Final Agreement	2.00	\$995.00	\$1,990.00
Service	04/22/2024	Review emails and signed Agreement; execute agreement; email Defendant	0.50	\$950.00	\$475.00
Service	04/25/2024	Prepare exhibits and signed agreement; draft supplemental declaration; revise proposed order; file and serve documents	2.75	\$950.00	\$2,612.50
Service	04/26/2024	Review status of case, Confirm 5/2 MPA hearing/CMC on calendar, confirm CMC statement was filed	0.20	\$250.00	\$50.00
Service	05/01/2024	Review chamber rules re reserving hearing date for MFA. Email dept 23 requesting 10/3 date and reservation ID, per tentative.	0.20	\$250.00	\$50.00
Service	05/01/2024	Review court docket and confirm 5/2 CMC/MPA hearing still on calendar. Email to Dept 23 requesting ZOOM link.	0.30	\$250.00	\$75.00
Service	05/02/2024	court appearance at motion for preliminary approval hearing and CMC; prep for hearing; follow up	1.10	\$750.00	\$825.00
Service	05/07/2024	Review court docket for signed Order re: Hearing on Motion for Preliminary Approval of Settlement. Available for purchase. Retrieve from Courtlinks instead. Email to Court Docs. Update file with order.	0.30	\$250.00	\$75.00

Service	05/08/2024	Review signed order; review emails from staff and respond to issues; memo to Administrator and prepare documents for the Admin.	1.00	\$950.00	\$950.00
Service	05/09/2024	Review Courtlinks alert re upcoming hearings. Confirm the 10/3 MFA is calendared.	0.10	\$250.00	\$25.00
Service	06/26/2024	Review Admin email and respond; review formatted notice and double check issues	0.30	\$950.00	\$285.00
Service	06/27/2024	Reviewed third party admin's preliminary calculations.	0.20	\$450.00	\$90.00
Service	07/30/2024	Email from K. Nava re: status report of settlement.	0.20	\$750.00	\$150.00
Service	08/01/2024	Review case file and court docket. Review and respond to class member inquiries.	1.10	\$850.00	\$935.00
Service	08/06/2024	Email from K. Nava re: status report detailing the mailed notices of settlement.	0.20	\$750.00	\$150.00
Service	08/10/2024	Review Admin emails and report	0.20	\$950.00	\$190.00
Service	08/21/2024	Email form K. Nava re: status report re mailed notices and received responses; Receipt and review report re mailed notices and received responses.	0.20	\$750.00	\$150.00
Service	08/23/2024	Review Admin emails and report	0.20	\$950.00	\$190.00
Service	08/27/2024	Email from K. Nava re: status report on mailing; review and analyze status report re settlement notices.	0.20	\$750.00	\$150.00
Service	09/03/2024	Review status and Admin report; email Admin; emails with staff regarding motion; memo to staff regarding billing; discuss with NBB; advise staff regarding next steps	1.00	\$950.00	\$950.00
Service	09/03/2024	Revise proposed order; prepare redlines; email Defendant	0.60	\$950.00	\$570.00
Service	09/03/2024	Review preliminary approval motion and order; analyze settlement agreement and first amended settlement agreement; assess settlement admin reports; analyze attorney billing for loadstar analysis; draft MFA/Fee motion; circulate to KN and discuss	3.50	\$750.00	\$2,625.00
Service	09/04/2024	Review Admin email and calculations; update approval outline; double-check figures; review and revise declaration and send Admin the redlines.	0.50	\$950.00	\$475.00
Service	09/04/2024	Review and revise draft motion for final approval; memo to JH; email Defendant with draft of motion for final approval;	2.00	\$950.00	\$1,900.00
Service	09/04/2024	Review KN revisions to MFA/Fee brief; analyze admin draft admin decl. and update attorney billing; draft declaration in support of MFA/Fee brief; circulate to KN and advise HD re TOC/TOAs	2.80	\$750.00	\$2,100.00

Service	09/04/2024	Prepare Table of Contents and Table of Authorities for Plaintiff's Motion or Final Approval.	1.00	\$250.00	\$250.00
Service	09/09/2024	Work on motion for final approval; review emails from Admin and staff; review status of Admin process; review billing statement for accuracy and memo to staff about issues to correct.	2.00	\$950.00	\$1,900.00
Service	09/09/2024	Review and revise draft declaration ISO motion	1.00	\$950.00	\$950.00
Service	09/10/2024	Review updated billing statement; memo to staff regarding further corrections and updates; review final exhibits for use in declaration; review final Admin decl.; email to Admin; email to Def.	0.75	\$950.00	\$712.50
Service	09/10/2024	Review and revise motion; revise proposed order and make final insertions; review prior orders to ensure compliance; email to Admin; email to Def; revise motion for final; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal				\$227,553.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/29/2022	Onelegal/Filing Fee	1.00	\$467.86	\$467.86
Expense	07/29/2022	Onelegal/Filing Fee	1.00	\$1,497.36	\$1,497.36
Expense	10/07/2022	Onelegal/Court Filing Fee	1.00	\$41.95	\$41.95
Expense	10/07/2022	Onelegal/Court Filing Fee	1.00	\$41.95	\$41.95
Expense	10/10/2022	Court/OneLegal Fees	1.00	\$20.02	\$20.02
Expense	10/12/2022	Court/OneLegal Fees	1.00	\$20.02	\$20.02
Expense	11/10/2022	OneLegal filing fee.	1.00	\$20.02	\$20.02
Expense	11/22/2022	[PAGA] One Legal Filing Fee -Case Management Statement.	1.00	\$20.02	\$20.02
Expense	11/22/2022	[Class] One Legal Filing Fee -Case Management Statement.	1.00	\$20.02	\$20.02
Expense	01/12/2023	[Class] OneLegal - Stipulation and Order	1.00	\$40.61	\$40.61
Expense	01/12/2023	[PAGA] OneLegal - Stipulation and Order	1.00	\$40.61	\$40.61
Expense	01/17/2023	Mediation Fees - JAMS - Judge West	1.00	\$8,475.00	\$8,475.00
Expense	06/08/2023	Berger Consulting Fee	1.00	\$2,625.00	\$2,625.00
Expense	08/23/2023	OneLegal filing fee.	1.00	\$20.49	\$20.49
Expense	08/23/2023	OneLegal filing fee.	1.00	\$20.49	\$20.49

Expense	11/16/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	11/17/2023	One Legal Filing	1.00	\$41.08	\$41.08
Expense	11/22/2023	One Legal Filing	1.00	\$20.49	\$20.49
Expense	03/13/2024	Filing fee - motion	1.00	\$84.32	\$84.32
Expense	03/22/2024	One Legal - Joint Case Management Statement	1.00	\$22.55	\$22.55
Expense	03/29/2024	One Legal - Notice of Remote Appearance	1.00	\$22.55	\$22.55
Expense	04/19/2024	Onelegal filing fee.	1.00	\$22.55	\$22.55
Expense	04/26/2024	One legal filigng charge	1.00	\$22.55	\$22.55
Expense	04/29/2024	One legal filing charges	1.00	\$77.21	\$77.21
Expense	09/10/2024	Filing fee - motion	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$13,758.05

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	59.5	\$895.00	\$53,252.50
Norm Blumenthal	20.25	\$995.00	\$20,148.75
Scott Blumenthal	18.8	\$450.00	\$8,460.00
Nicholas De Blouw	30.0	\$850.00	\$25,500.00
Ricardo Ehmann	19.8	\$675.00	\$13,365.00
Jeffrey Herman	6.3	\$750.00	\$4,725.00
Randy Hy	6.0	\$675.00	\$4,050.00
Christine LeVu	33.8	\$750.00	\$25,350.00
Trevor Moran	1.2	\$450.00	\$540.00
Kyle Nordrehaug	56.15	\$950.00	\$53,342.50
Victoria Rivapalacio	1.1	\$750.00	\$825.00
Andrew Ronan	24.8	\$550.00	\$13,640.00
Heather Drosi	1.0	\$250.00	\$250.00
Adolfo Sanchez Contreras	1.9	\$450.00	\$855.00
Adolfo Sanchez Contreras	8.5	\$250.00	\$2,125.00
Yesenia Silva	4.5	\$250.00	\$1,125.00
		Subtotal	\$241,311.80

Total \$241,311.80

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/10/2024	\$241,311.80	\$0.00	\$241,311.80
Outstanding Balance				\$241,311.80
Total Amount Outstanding				\$241,311.80

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #6

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
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 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF ALAMEDA**

15 SONNY RATTLER, an individual, on behalf
16 of himself and on behalf of all persons
17 similarly situated, and on behalf of the State of
18 California, as private attorney general,

19 Plaintiffs,

20 vs.

21 PACIFIC COAST CONTAINER, INC., a
22 California Corporation; and DOES 1 through
23 50, inclusive,

24 Defendants.

CASE NO.: **22CV015216**

[Consolidated with Case No. 22CV015223]

**DECLARATION OF SONNY RATTLER
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: April 3, 2024

Hearing Time: 2:30 p.m.

Reservation ID: A-15216-001

Judge: Hon. Tara Desautels

Dept.: 23

Action Filed: July 28, 2022

Trial Date: Not set

25
26
27
28

DECLARATION OF SONNY RATTLER

1 I, Sonny Rattler, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary Approval
4 of Class Settlement and in support of my application for a Class Representative Service Payment.
5

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

8 3. I worked for defendant Pacific Coast Container, Inc. ("PCC") in California from January
9 of 2019 to January of 2022 and during that time period I was classified by PCC as a non-exempt
10 employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 I regularly did not receive duty-free rest breaks. This is because PCC required me to stay on the
22 work premises during my rest breaks. I should have been allowed to leave the premises for my rest
23 breaks if I chose to do so. I also did I receive the rest break premium payments I should have
24 received for these violations. I also did not receive compliant meal breaks from time to time in that
25 they were either short, missed or late and I did not receive all the meal break premium payments I
26 should have received when these violations occurred. In addition, PCC did not pay me any wages
27
28

DECLARATION OF SONNY RATTLER

1 for the time I spent undergoing Covid-19 screenings while off the clock and also off the clock
2 security checks before and after my shifts.

3 6. I spoke to my attorneys several times and discussed how PCC implemented
4 its company policies and procedures. I also assisted my attorneys in their investigation into my
5 claims by providing them documents and answering their questions. I reviewed the complaint
6 before it was filed and was given access to an electronic file sharing program that alerted me via
7 email when important documents were filed so that I could review them and keep up with the
8 developments in the case which I understood was one of my duties as a class representative. I
9 could also access court filings from this case on my attorney's law firm website.

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

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

22 9. I understood that being a part of this lawsuit involved risks. For example, my
23 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
24 pay for all or part of the attorney fees and costs paid by PCC to defend this lawsuit. Also, I knew

25
26
27
28
DECLARATION OF SONNY RATTLER

1 there was a risk that future employers, if they ever find out about this lawsuit, could hold it against
2 me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be
3 difficult for a future employer to become aware that I sued a former employer for labor law
4 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
5 the rights of others regardless of the risks, time and effort I spent on this case.
6

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

10 11. A mediation took place on May 24, 2023 with Hon. Carl J. West (Ret.), a well-
11 respected and experienced mediator of wage and hour class actions. After the mediation the
12 parties were able to reach an agreement to settle the action based on a mediator's proposal. I
13 communicated with my attorneys regarding the terms of the settlement which was reached
14 between the parties and understood that I was representing absent class members and therefore
15 wanted the best possible result to be obtained for the class members and I believe a very positive
16 result was in fact achieved via settlement.
17

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

26 13. My attorneys explained to me that the settlement process involves a two-step
27 review by the Court to determine whether the settlement is fair before approving the settlement. I
28

DECLARATION OF SONNY RATTLER

1 know this process also involves notifying all class members of the settlement terms and of their
2 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
3 settlement.

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

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

16 16. In light of all the time and effort I have spent on this case, the risk I undertook by
17 suing a former employer, the exposure to being responsible for paying the defendant's costs in the
18 event we did not win the case, the reputational risk that future employers may hold this lawsuit
19 against me, the general release and in light of the size of the settlement, I believe the request for
20 \$10,000 as a Class Representative service payment is fair and reasonable.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.
23

24 Executed on Mar 5, 2024, at Long Beach CA.
25 (city, state)

26 *Sonny J Rattler*
27 Sonny J Rattler (Mar 5, 2024 16:51 PST)

28 Sonny Rattler

DECLARATION OF SONNY RATTLER