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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANGEL RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

AMERICAN TEXTILE MAINTENANCE, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

LUCIO MENJIVAR, on behalf of himself and all
other aggrieved employees,

PLAINTIFF,

vs.

AMERICAN TEXTILE MAINTENANCE
COMPANY, a California corporation d/b/a
REUPUBLIC MASTER CHEFS TEXTILE
RENTAL SERVICES, and DOES 1 through 10,
inclusive,

DEFENDANTS.

Case No.: 22STCV17855 (Lead)
(Consolidated with Case No. 22STCV10611)

Honorable Elaine Lu
Department 9

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, ENHANCEMENT PAYMENTS,
AND SETTLEMENT ADMINISTRATION
COSTS**

Date: March 25, 2025
Time: 10:00 a.m.
Dept.: 9

Menjivar Action Filed: March 28, 2022
Rodriguez Action Filed: May 31, 2022
Rodriguez FAC Filed: August 4, 2022
Trial Date: Not Set

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1 Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super
2 Lawyers has regularly honored me as a Southern California Rising Star since 2012.

3 5. In February 2018, I started the law firm of Blackstone Law, APC, representing
4 plaintiffs in individual and representative employment litigation. The firm has grown exponentially
5 over the past seven-plus years, now maintaining over twenty highly pedigreed attorneys working on
6 almost exclusively labor and employment class actions, California Labor Code Private Attorney
7 General Act of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused
8 on other complex general litigation matters.

9 6. I have considerable experience in handling class and representative action lawsuits
10 throughout my career and have been approved as counsel in a number of cases, including, most
11 recently:

- 12 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles County Superior Court, Case No.
13 BC698076, a wage and hour class action brought on behalf of a class of hourly-paid
14 employees working in the State of California.
- 15 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles County
16 Superior Court, Case No. 19STCV29979, a private attorney general action for penalties
17 pursuant to Health and Safety Code section 25249.7.
- 18 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles County
19 Superior Court, Case No. 19STCV30306, a private attorney general action for penalties
20 pursuant to Health and Safety Code section 25249.7.
- 21 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles County
22 Superior Court, Case No. 19STCV30445, a private attorney general action for penalties
23 pursuant to Health and Safety Code section 25249.7.
- 24 • *Eric Savoy v. Collector’s Universe, Inc., et al.*, Central District Court of California, Case
25 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
26 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

27 7. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

8. I am currently the managing partner overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees.

Procedural History of the Actions

9. On January 18, 2022, Plaintiff Lucio Menjivar (“Plaintiff Menjivar”) provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant American Textile Maintenance Company doing business as Republic Master Chefs (“Defendant”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“Menjivar PAGA Letter”).

10. On March 28, 2022, Plaintiff Menjivar filed a Complaint for Violation of the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“Menjivar Operative Complaint”) in the action entitled *Lucio Menjivar v. American Textile Maintenance Company*, Los Angeles County Superior Court Case No. 22STCV10611 (“*Menjivar Action*”), which alleges civil penalties under PAGA for Defendant’s alleged failure to pay minimum wages, failure to timely pay wages during employment, failure to pay all wages due upon separation of employment, and failure to furnish accurate itemized wage statements.

11. On May 31, 2022, Plaintiff Rodriguez provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Rodriguez PAGA Letter”).

12. On May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint for Damages in the action entitled *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court Case No. 22STCV17855 (“*Rodriguez Action*”), thereby commencing a putative class action against Defendant alleging eight (8) causes of action for Defendant’s alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu

thereof, failure to provide accurate wage statements, and failure to timely pay wages upon termination, and for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations.

13. On August 4, 2022, Plaintiff Rodriguez filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. (“Rodriguez Operative Complaint”), which added a cause of action under PAGA.

14. On May 16, 2023, Plaintiff Rodriguez, Plaintiff Menjivar (together, “Plaintiffs”), and Defendant (collectively, the “Parties”) participated in a formal mediation conducted by Jill R. Sperber, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement at that time. After continued negotiations, the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

15. On April 2, 2024, the Parties executed the Joint Stipulation of Class Action and PAGA Settlement (“Original Agreement”).

16. On April 29, 2024, the Court entered a Minute Order, which related the *Rodriguez* Action and *Menjivar* Action (together, “Actions”). Also on April 29, 2024, pursuant to the Parties’ joint stipulation, the Court entered an Order, which consolidated the Actions and deemed the *Rodriguez* Action the lead case.

17. On May 20, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion for Preliminary Approval”) and supporting documents seeking preliminary approval of the proposed settlement as set forth in the Original Agreement.

18. On August 28, 2024, the Court entered a Motion for Preliminary Approval of Class Action Settlement Checklist Order (“August 28, 2024 Checklist”) wherein the Court raised certain points of inquiry regarding the settlement.

19. Based on the Court’s points of inquiry set forth in the August 28, 2024 Checklist, the Parties negotiated and entered into the First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement,” or “Settlement”). A true and correct copy of the Settlement

1 Agreement is attached hereto as **Exhibit 2**.

2 20. On October 30, 2024, Plaintiffs filed supplemental briefing that addressed the Court's
3 points of inquiry in the August 28, 2024 Checklist.

4 21. On December 4, 2024, the Court entered the Final Ruling Re: Motion for Preliminary
5 Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminary approving
6 the terms of the Settlement Agreement, the Notice of Class Action Settlement ("Class Notice"), and
7 the proposed administration procedures and associated deadlines. A true and correct copy of the
8 Preliminary Approval Order is attached hereto as **Exhibit 3**.

9 **Summary of the Terms of the Settlement Agreement**

10 22. By way of the Preliminary Approval Order, the Court certified the following Class for
11 settlement purposes only: "All current and former hourly-paid and/or non-exempt employees who
12 worked for Defendant in the State of California at any time during the Class Period" ("Class" or "Class
13 Members"). The "Class Period" is defined as the period from May 31, 2018 through June 23, 2024.
14 The "Settlement Class Members" consist of all Class Members who did not submit a timely and valid
15 Request for Exclusion. The "PAGA Members" consist of "all current and former hourly-paid and/or
16 non-exempt employees who worked for Defendant in the State of California at any time during the
17 PAGA Period." The "PAGA Period" is defined as the period from January 18, 2021 through June 23,
18 2024.

19 23. Based on the data provided by Defendant following preliminary approval and for
20 purposes of administration of the Class Notice, I am informed that there are 1,477 Settlement Class
21 Members who worked 109,613 weeks during which each Settlement Class Member worked for
22 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period
23 ("Workweeks") and 1,033 PAGA Members who worked 59,130 weeks during which each PAGA
24 Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during
25 the PAGA Period ("PAGA Workweeks").

26 24. The Parties have agreed to settle the Class and PAGA claims at issue in the Actions for
27 a non-reversionary Gross Settlement Amount of One Million One Hundred Seventy-Five Thousand
28 Dollars and Zero Cents (\$1,175,000.00), which is exclusive of employer-side payroll taxes. The Gross

Settlement Amount includes: (1) Class Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount, equaling Three Hundred Ninety-One Thousand Six Hundred Sixty-Six Dollars and Zero Cents (\$391,666.66); (2) Class Counsel's actual litigation costs and expenses, in the amount of Twenty-Four Thousand One Hundred Ninety-One Dollars and Twenty-Two Cents (\$24,191.22); (3) Settlement Administration Costs in the amount Seventeen Thousand Five Hundred Dollars and Zero Cents (\$17,500.00); (4) Enhancement Payments in the aggregate amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); and (5) PAGA Amount in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00). After the above Court-approved amounts are deducted from the Gross Settlement Amount, the Settlement Class Members will share in a Net Settlement Amount of approximately Six Hundred Seventy-Six Thousand Six Hundred Forty-Two Dollars and Twelve Cents (\$676,642.12).

25. The Settlement does not require Settlement Class Members to submit claims as a prerequisite to receiving their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") nor does it require PAGA Members to submit claims as a prerequisite to receiving their *pro rata* share of twenty-five percent (25%) of the PAGA Amount ("Individual PAGA Payment"). Individual Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiplying each Settlement Class Member's individual Workweeks by the Final Workweek Value. Individual PAGA Payments are calculated by the Settlement Administrator by dividing the amount of the PAGA Members' 25% share of the PAGA Amount ("PAGA Member Amount") by the PAGA Workweeks of all PAGA Members to yield the "PAGA Workweek Value," and multiplying each PAGA Member's individual PAGA Workweeks by the PAGA Workweek Value.

26. I am aware from my review of the information provided by the Settlement Administrator that the estimated highest gross Individual Settlement Share is \$2,014.36, the estimated average gross Individual Settlement Share is \$454.19, and the estimated lowest gross Individual Settlement Share is \$3.50, the estimated highest Individual PAGA Payment is \$37.84, the estimated average Individual PAGA Payment is \$11.81, and the estimated lowest Individual PAGA Payment is

1 \$0.03.

2 27. Each Individual Settlement Share will be allocated as twenty percent (20%) wages and
3 eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will
4 be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage
5 damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The
6 Settlement Administrator will withhold the employee's share of taxes and withholdings with respect
7 to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class
8 Members for their net payment of their Individual Settlement Share ("Individual Settlement
9 Payment"). The employer's share of taxes and contributions in connection with the wages portion of
10 Individual Settlement Shares shall be paid by Defendant separately and in addition to the Gross
11 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
12 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator

13 28. Each Individual Settlement Payment and Individual PAGA Payment check will be
14 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
15 issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be
16 distributed by the Settlement Administrator to the State of California's Unclaimed Property Division
17 in the name of the Settlement Class Member and/or PAGA Member.

18 **Notice to the LWDA**

19 29. On October 28, 2024, Class Counsel submitted a copy of the Settlement Agreement to
20 the LWDA through its online submission portal in compliance with California Labor Code §
21 2699(1)(2). The LWDA has not objected or otherwise responded to the submission.

22 **The Settlement Is Fair and Reasonable**

23 ***Discovery and Informed Arms-Length Negotiations***

24 30. The Parties' settlement negotiations were at all times made at arm's-length and were
25 adversarial. The settlement was reached after continued negotiations following a full day of mediation
26 with a highly respected mediator with substantial experience mediating wage and hour cases.
27 Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently
28 before the Court.

1 31. The Parties engaged in extensive informal discovery prior to reaching a settlement.
2 Prior to mediation, Defendant produced a random 25% sampling of putative class members' time and
3 pay data and records. The random sampling was conducted by sorting putative class members' last
4 names alphabetically, then selecting every third employee until the 25% sampling was met. Defendant
5 also produced relevant wage and hour policies, and information regarding the total number of putative
6 class members, the total number of current putative class members, and the average rate of pay of the
7 putative class members.

8 32. Based on the information exchanged, the Parties extensively briefed issues regarding
9 class certification and liability and provided their analyses to the Mediator who helped the Parties
10 debate the strengths and weakness of their respective positions. At all times, Plaintiffs were willing
11 and prepared to litigate this matter through class certification and trial if the Parties had been unable
12 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
13 capable and experienced counsel. Class Counsel are respected members of the California State Bar
14 with strong records of vigorous and effective advocacy and are experienced in handling complex wage
15 and hour class action litigation. Accordingly, Class Counsel had sufficient information and experience
16 to act intelligently in negotiating the Settlement.

17 33. Although the investigation and information discovered supports Plaintiffs' contentions,
18 Defendant raised potential defenses and other circumstances that impacted the risk of proceeding on
19 a class-wide basis. Consideration of these risks factored into the decision to enter the Settlement.

20 34. My colleagues and I were aware of Defendant's defenses and arguments and have also
21 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
22 delays inherent in such litigation, including those involved in class and/or representative adjudication.
23 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
24 in the Actions, Defendant's defenses, and the difficulties in establishing entitlement to monetary
25 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
26 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

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1 35. Defendant denied and continues to deny any liability and wrongdoing of any kind
2 associated with the claims alleged in the Actions, and further denies that class certification is
3 appropriate for any purpose other than the Settlement. Defendant believes that it would ultimately
4 prevail in the Actions. Defendant proffered defenses to both certification and to the merits of
5 Plaintiffs' claims. Defendant contended that Plaintiff Rodriguez's claims are not suitable for class
6 certification because individual issues would predominate should the case go to trial. As with all class
7 actions, these complex cases raise difficult management and proof issues and, accordingly, there is a
8 significant risk that the Court may deny class certification.

9 36. More significantly, Defendant contends that the Class Members and PAGA Members
10 who are drivers qualify as exempt under the Federal Motor Carrier's Safety Act ("FMCSA") and the
11 California state law equivalent and are therefore not even subject to California's overtime or break
12 laws. In addition, Defendant contends that Class Members are subject to enforceable individual
13 written arbitration agreements with Defendant that contain valid class action waivers which Defendant
14 argues would have severely impacted the matter on certification issues, as well as ultimate potential
15 liability for damages.

16 37. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
17 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
18 extremely uncertain proposition. In order to prove liability and damages, Class Counsel would need
19 to request and analyze thousands of pages of documents, contact the Class Members, and obtain
20 declarations at great expense. Obtaining the cooperation of current employees would also be difficult,
21 given the likely reluctance to aid prosecution of a lawsuit against a current employer. On the other
22 hand, Defendant would likely be able to obtain the cooperation of their employees. Moreover, even if
23 Plaintiffs prevailed at class certification and trial, possible appeals would substantially delay any
24 recovery by the Class.

25 38. Therefore, I submit that the Settlement is fair, reasonable, and adequate. The
26 Settlement is in the best interest of the Class Members, the PAGA Members, and the State of
27 California, and is within the accepted range of recoveries for this type of litigation given the inherent
28 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further

litigation.

Attorneys' Fees and Costs

39. Class Counsel seeks one-third (1/3) of the Gross Settlement Amount (i.e., \$391,666.66) for fees for the time spent litigating this matter and reimbursement of actual costs and expenses totaling Twenty-Four Thousand One Hundred Ninety-One Dollars and Twenty-Two Cents (\$24,191.22) incurred in the prosecution of the Actions. Attached hereto as **Exhibit 4** is a true and correct list of the litigation costs and expenses incurred by my firm. The requested fees and costs are fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee award is summarily addressed as follows but is more fully discussed in Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payments, and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

40. The effectiveness of Class Counsel's prosecution of this matter has translated into tangible monetary benefits for the Settlement Class Members as follows: (1) Settlement Class Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type, given the strengths and weaknesses of the Actions; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the Actions progressed through trial and/or appeals.

41. In the present matter, Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Class Counsel had to consider its workload during this litigation when considering taking on additional work that was available, and which Class Counsel had to forego in order to devote the time necessary to pursue this litigation. Class Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for the Class, the PAGA Members, and the State of California. Considering the amount of fees requested, work performed, risks incurred, and experience of Class Counsel in handling similar matters, Plaintiffs maintain that the requested attorneys' fees of one-third (1/3) of the Gross Settlement

1 Amount (i.e., \$391,666.66) are reasonable and should be awarded.

2 42. The attorneys of Blackstone Law, APC (“Blackstone”) who worked on this matter are
3 all experienced in litigating wage and hour matters as follows:

4 a. Miriam L. Shimmel is a 28-year litigator who joined Blackstone in June 2022,
5 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
6 Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of
7 California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School
8 in 1996 and was admitted to the California State Bar in December 1996. Her billable rate is \$1,050,
9 which is well within the prevailing rate for attorneys with her experience in this area of practice in
10 Southern California.

11 b. Jill Parker is a former attorney at Blackstone who worked on this matter. She
12 earned her Juris Doctor degree in 2010 from the University of Southern California Gould School of
13 Law. She was admitted to the State Bar of California in December of 2010. She graduated from the
14 University of California, Los Angeles with a Master of Arts degree in 2007, after having graduated
15 from Leland Stanford Junior University with a Bachelor of Arts degree in 2003. Ms. Parker’s billable
16 rate was \$695 at the time she performed the work on this matter.

17 c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at
18 Blackstone that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011
19 graduate of University of California, Berkeley where she was a double major in Legal Studies and
20 Media Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and
21 hour litigation, as well as catastrophic injury complex litigation. Her hourly rate of \$750 is reasonable
22 based on her education and experience and is in line with the market rate.

23 d. Alexandra Rose joined Blackstone from a highly reputable employment law
24 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
25 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to
26 the State Bar of California in December of 2019. Her hourly rate of \$695 is reasonable based on her
27 education and experience and is in line with the market rate.

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43. Blackstone has spent approximately 254.20 total hours litigating this matter. To date, our total fees incurred amount to \$237,343. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, informal discovery requests, and joint statements; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and motion papers for obtaining settlement approval. One difficulty in determining the hourly rate of attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few if any employees or consumers pay attorneys' fees on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are based on a stepped-up contingency fee (with the percentage increasing from one third to forty-five – and sometimes even fifty percent, which is on par with personal injury contingency fee agreements – if the case goes to trial). Therefore, there is no customary hourly billing rate for work that is routinely based on a contingent fee relationship, but the nature of class action work should be strongly considered by the Court. Wage and hour work presents a specialized and challenging area of law that is not within the knowledge of many lawyers. This kind of class action work requires specialized learning and the willingness to take large risks. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	29.30	\$1,150	\$33,695
Miriam L. Schimmel	Senior Counsel	127.10	\$1,050	\$133,455
Jill Parker	Senior Counsel	4.20	\$695	\$2,919
Joana Fang	Senior Associate	40.40	\$750	\$30,300
Alexandra Rose	Associate	53.20	\$695	\$36,974

44. We expect to spend an additional 10 hours (\$10,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Blackstone's fees through closure of this case

1 are estimated to be approximately \$247,843.

2 45. The requested award of Attorneys' Fees and Costs was included and set forth clearly
3 in the Class Notice provided to the Class Members.

4 ***Enhancement Payments***

5 46. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Enhancement
6 Payments in aggregate amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00), of which
7 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) is requested as a reasonable
8 Enhancement Payment to Plaintiff Rodriguez. The requested Enhancement Payments are eminently
9 reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the Class
10 Members, PAGA Members, and the State of California as a result of Plaintiffs' actions. Enhancement
11 awards in wage and hour cases typically range from \$5,000.00 to \$20,000.00, although some awards
12 are higher. The Declaration of Plaintiff Rodriguez submitted herewith details his work and efforts in
13 bringing and litigating this matter through resolution and supports the requested Enhancement
14 Payment. The requested Enhancement Payments were also disclosed in the Class Notice provided to
15 the Class Members.

16 ***Settlement Administration Costs***

17 47. In Plaintiffs' Motion for Preliminary Approval, Plaintiffs requested, and the Court
18 approved, Settlement Administration Costs not to exceed is Twenty-Five Thousand Dollars and Zero
19 Cents (\$25,000.00). Apex Class Action LLC, the approved Settlement Administrator, provided my
20 firm with its quote stating that its cost to administer the Settlement is Seventeen Thousand Five
21 Hundred Dollars and Zero Cents (\$17,500.00).

22 ***Allocation to the LWDA***

23 48. As part of the Settlement, Defendant has agreed to pay Fifty Thousand Dollars and
24 Zero Cents (\$50,000.00) to settle the claims of the PAGA Members brought pursuant to PAGA, of
25 which the payment of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00)
26 (75% of the PAGA Amount) will be paid to the LDWA for education and enforcement purposes.

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49. It is extremely common in approved wage and hour class action cases that settle that only a small portion of the total settlement is paid to PAGA penalties “in order to maximize payments to class members.” (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK) 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D. Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

50. The Class Notice approved by the Court met the requirements for proper notice of settlement to a class: it identified the Parties and described the Actions, the Class, the Gross Settlement Amount, the proposed method for distribution of the Gross Settlement Amount, the amounts proposed to be paid as the Enhancement Payments to Plaintiffs, the Settlement Administration Costs to the Settlement Administrator, and the Attorneys’ Fees and Costs to Class Counsel. The Class Notice described the proposed Settlement with enough specificity to allow each Class Member to make an informed choice whether to accept and participate in it. It also explained how and when Class Members may object to or opt out of the Class Settlement. Finally, the Class Notice provided the date and time of the hearing on final approval of the Settlement and informed Class Members how to obtain additional information about the Settlement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on February 25, 2025, at Beverly Hills, California.

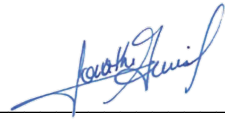
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EXHIBIT 1

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement,”
3 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Angel
4 Rodriguez (“Plaintiff Rodriguez”) and Lucio Menjivar (“Plaintiff Menjivar”) (together, “Plaintiffs”),
5 individually, and on behalf of all others similarly situated and on behalf of the State of California with
6 respect to aggrieved employees, and Defendant American Textile Maintenance Company doing
7 business as Republic Master Chefs (“Defendant”) (together, Plaintiffs and Defendant are referred to
8 as “Parties” and individually as “Party”), pursuant to Paragraph 45 of the Joint Stipulation of Class
9 Action and PAGA Settlement entered into between the Parties on April 2, 2024.

10 The Parties hereby agree to supplant the Joint Stipulation of Class Action and PAGA
11 Settlement entered into between the Parties on April 2, 2024 with this First Amended Joint Stipulation
12 of Class Action and PAGA Settlement.

13 This Settlement Agreement shall be binding on Plaintiffs, Settlement Class Members (as
14 defined herein), the State of California as to the employment of PAGA Members (as defined herein),
15 and Defendant, subject to the terms and conditions hereof and the approval of the Court.

16 **RECITALS**

17 1. On January 18, 2022, Plaintiff Menjivar provided written notice to the Labor and
18 Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified
19 Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California
20 Labor Code alleged to have been violated by Defendant (“Menjivar PAGA Letter”). On March 28,
21 2022, Plaintiff Menjivar filed a Complaint for Violation of the California Private Attorneys General
22 Act of 2004, California Labor Code § 2698 *et seq.* (“Menjivar Operative Complaint”) in the action
23 entitled *Lucio Menjivar v. American Textile Maintenance Company*, Los Angeles County Superior
24 Court Case No. 22STCV10611 (“Menjivar Action”), which alleges civil penalties under the Private
25 Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”).
26 On May 31, 2022, Plaintiff Rodriguez provided written notice to the LWDA by online submission and
27 to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific
28 provisions of the California Labor Code alleged to have been violated by Defendant (“Rodriguez

1 PAGA Letter”). Together, the Menjivar PAGA Letter and Rodriguez PAGA Letter are referred to as
2 the “PAGA Letters.” Also on May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint for
3 Damages in the action entitled *Angel Rodriguez v. American Textile Maintenance*, Los Angeles
4 County Superior Court Case No. 22STCV17855 (“*Rodriguez Action*”), thereby commencing a
5 putative class action against Defendant. Together, the *Menjivar Action* and *Rodriguez Action* are
6 referred to as the “Actions.” On August 4, 2022, Plaintiff Rodriguez filed a First Amended Class
7 Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act,
8 California Labor Code §§ 2698 Et Seq. (“*Rodriguez Operative Complaint*”), which added a cause of
9 action under PAGA. Together, the Menjivar Operative Complaint and the Rodriguez Operative
10 Complaint are referred to as the “Operative Complaints.”

11 2. Defendant denies all materials allegations set forth in the Actions and PAGA Letters
12 and has asserted numerous affirmative defenses. Specifically, Defendant contends that Class
13 Members who are drivers, qualify as exempt under the Federal Motor Carrier’s Act and the California
14 state law equivalent and are not subject to California’s overtime and break laws. In addition,
15 Defendant contends that Class Members are subject to enforceable individual written arbitration
16 agreements with Defendant that contain valid class action waivers. Defendant is neither currently, nor
17 in the future, waiving or releasing its rights to enforce those individual arbitration agreements and
18 class waivers. Nor will Defendant be estopped from asserting its rights to enforce those individual
19 arbitration agreements and class waivers in future litigation or in claims by or against Class Members,
20 and nothing in this Settlement is intended to constitute a waiver, release, or estoppel to assert those
21 contractual rights, which shall remain in full force and legal effect. Notwithstanding, in the interest
22 of avoiding further litigation, Defendant desires to fully and finally settle the Actions, PAGA Letters,
23 Released Class Claims (as defined herein), and Released PAGA Claims (as defined herein).

24 3. Class Counsel diligently investigated the class and PAGA claims against Defendant,
25 including any and all applicable defenses and the applicable law. The investigation included, *inter*
26 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
27 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
28 merits of the claims and contentions of the Parties.

4. On May 16, 2023, the Parties participated in mediation with Jill R. Sperber (the “Mediator”), a respected mediator of complex wage and hour actions, which did not result in a settlement at that time. After continued settlement negotiations, the Parties reached a settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation as well as defenses available to Defendant including arbitration agreements and exemption arguments under the Federal Motor Carrier’s Act in relation to Defendant’s drivers. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

6. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Actions and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Actions, as set forth in Paragraph 9.

b. “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

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1 c. “Class Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,
2 and Alexandra Rose of Blackstone Law, APC and Rana Nadar and Hengameh S. Safei of Proxy Law
3 Firm LLP, who will seek to be appointed counsel for the Class.

4 d. “Class List” means a complete list of all Class Members that Defendant has
5 diligently and in good faith compiled from its records and provided to the Settlement Administrator.
6 The Class List contains the following information for each Class Member: (1) full name; (2) last
7 known mailing address; (3) Social Security number; (4) dates worked for Defendant during the Class
8 Period; and (8) such other information as was necessary for the Settlement Administrator to calculate
9 Workweeks and PAGA Workweeks.

10 e. “Class Notice” means the Notice of Class Action Settlement, substantially in
11 the form attached hereto as “**Exhibit A**.”

12 f. “Class Period” means the period from May 31, 2018 through June 23, 2024.

13 g. “Class Settlement” means the settlement and resolution of all Released Class
14 Claims.

15 h. “Court” means the Superior Court of the State of California for the County of
16 Los Angeles.

17 i. “Defendant’s Counsel” means Christine D. Baran and Kyle S. Chelwick of
18 Fisher & Phillips LLP.

19 j. “Effective Date” means the date when all of the following events have occurred:
20 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s
21 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been
22 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class
23 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and
24 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court
25 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the
26 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
27 the later of the following events: five business days after the period for filing any appeal, writ, or other
28 appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed without

any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final Approval Order and Judgment has finally and conclusively been dismissed with no right to pursue further remedies or relief.

k. “Employer Taxes” means the employer’s share of taxes and contributions in connection with the wage portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Gross Settlement Amount.

l. “Enhancement Payments” mean the amounts to be paid to Plaintiffs, in recognition of their effort and work in prosecuting the Actions on behalf of Class Members and PAGA Members, and general release of claims, as set forth in Paragraph 10.

m. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

n. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

o. “Final Approval Order and Judgment” means the order granting final approval of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the Parties, and subject to approval by the Court.

p. “Gross Settlement Amount” means the amount of One Million One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$1,175,000.00) to be paid by Defendant in full satisfaction of the Actions, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration Costs, and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross Settlement Amount is subject to increase, as provided in Paragraph 13.

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q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Member Amount that a PAGA Member may be eligible to receive under the PAGA Settlement, to be calculated in accordance with Paragraph 15.

r. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share, as provided in Paragraph 16.

s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 14.

t. “LWDA Payment” means the amount of Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 11.

u. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payments, PAGA Amount, and Settlement Administration Costs.

v. “Notice of Objection” means a Settlement Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the *Rodriguez* Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

w. “PAGA Amount” means the allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the

1 PAGA Members (i.e., the PAGA Member Amount).

2 x. “PAGA Members” means all current and former hourly-paid and/or non-
3 exempt employees who worked for Defendant in the State of California at any time during the PAGA
4 Period.

5 y. “PAGA Member Amount” means the amount of Twelve Thousand Five
6 Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to
7 PAGA Members on a *pro rata* basis based on their PAGA Workweeks.

8 z. “PAGA Period” means the period from January 18, 2021 through June 23,
9 2024.

10 aa. “PAGA Settlement” means the settlement and resolution of all Released PAGA
11 Claims.

12 bb. “PAGA Workweeks” means the number of weeks each PAGA Member worked
13 for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period,
14 which will be calculated by the Settlement Administrator. PAGA Workweeks will be calculated by
15 the Settlement Administrator based on each PAGA Member’s start date or the beginning of the PAGA
16 Period, whichever is later, and separation date or the last day of the PAGA Period, whichever is earlier,
17 based on the Class List provided by Defendant.

18 cc. “Preliminary Approval” means the date on which the Court enters the
19 Preliminary Approval Order.

20 dd. “Preliminary Approval Order” means the order granting preliminary approval
21 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
22 the Court.

23 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,
24 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
25 alleged or which could have been alleged based on the factual allegations in the Rodriguez Operative
26 Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically
27 include claims for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages;
28 failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or

1 compensation in lieu thereof; failure to pay waiting time penalties upon termination; failure to provide
2 accurate wage statements; violation of California Labor Code Sections 201, 202, 203, 226, 226(a),
3 226(c), 226.7, 226.7(b), 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, and 1198, and the applicable
4 Industrial Welfare Commission Order; California Business and Professions Code sections 17200, *et*
5 *seq.*; and any other claims, including claims for statutory penalties, pertaining to the Class Members.

6 ff. “Released PAGA Claims” means any and all PAGA claims and/or causes of
7 action which were alleged or could have been alleged based on the factual allegations in the PAGA
8 Letters and Operative Complaints, arising during the PAGA Period, for civil penalties under the
9 Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all
10 claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime
11 wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof;
12 failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties
13 during employment and upon termination; failure to provide accurate wage statements; and failure to
14 provide accurate payroll records; and civil penalties pursuant to California Labor Code Sections 210,
15 226, 226.3, 558, 1174.5, 1197.1, 2698, and 2699 in connection with violations of California Labor
16 Code Sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(b), 510, 512, 512(a), 558, 558.1, 1174,
17 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and Industrial Welfare Commission
18 Wage Order No. 6-2001.

19 gg. “Released Parties” means Defendant and its present and former officers,
20 directors, members, owners, shareholders, assigns, subsidiaries, attorneys, insurers, successors,
21 predecessors, and affiliates.

22 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating
23 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
24 of the *Rodriguez* Action; (b) contain the Class Member’s full name, signature, address, telephone
25 number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that
26 the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to
27 the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

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1 ii. “Response Deadline” means the deadline by which Class Members must submit
2 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
3 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement
4 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which
5 case the Response Deadline will be extended to the next day on which the United States Postal service
6 is open. The Response Deadline may also be extended by express agreement between Class Counsel
7 and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have
8 the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class
9 Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days
10 from the original Response Deadline.

11 jj. “Settlement Administrator” means Apex Class Action LLC, or any other third-
12 party class action settlement administrator agreed to by the Parties and approved by the Court for
13 purposes of administering the Settlement. The Parties and their counsel each represent that they do
14 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
15 the Settlement Administrator that could create a conflict of interest.

16 kk. “Settlement Administration Costs” means the costs payable from the Gross
17 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
18 Paragraph 12.

19 ll. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
20 who do not submit a timely and valid Request for Exclusion.

21 mm. “Workweeks” means the number of weeks each Class Member worked for
22 Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period, which
23 will be calculated by the Settlement Administrator. Workweeks will be calculated by the Settlement
24 Administrator based on each Class Member’s start date or the beginning of the Class Period, whichever
25 is later, and separation date or the last day of the Class Period, whichever is earlier, based on the Class
26 List provided by Defendant.

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1 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing
2 the number of Workweeks and/or PAGA Workweeks to which they have been credited, which must:
3 (a) contain the case name and number of the *Rodriguez* Action; (b) contain the Class Member's full
4 name, signature, address, telephone number, and the last four (4) digits of the Class Member's Social
5 Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or
6 PAGA Workweeks credited to the Class Member and what the Class Member contends is the correct
7 number; and (d) be returned by mail to the Settlement Administrator at the specified address,
8 postmarked on or before the Response Deadline.

9 **CLASS CERTIFICATION**

10 7. For the purposes of this Settlement only, the Parties stipulate to the certification of the
11 Class.

12 8. The Parties agree that certification for the purpose of settlement is not an admission
13 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
14 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
15 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
16 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
17 non-settlement context.

18 **TERMS OF THE AGREEMENT**

19 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
20 forth herein, the Parties agree, subject to the Court's approval, as follows:

21 9. **Attorneys' Fees and Costs.** Defendant agrees not to oppose or impede any application
22 or motion by Class Counsel for attorneys' fees in the amount up to one-third (1/3) of the Gross
23 Settlement Amount (i.e., \$391,666.66 if the Gross Settlement Amount is \$1,175,000.00) and
24 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
25 of the Actions, in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00), both
26 of which will be paid from the Gross Settlement Amount. These amounts will cover any and all work
27 performed and any and all costs incurred by Class Counsel in connection with the litigation of the
28 Actions, including without limitation all work performed and costs incurred to date, and all work to

1 be performed and all costs to be incurred in connection with obtaining the Court's approval of this
2 Settlement Agreement, including any objections raised and any appeals necessitated by those
3 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
4 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
5 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
6 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
7 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
8 The Court's ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of
9 this Agreement or the terms contained herein.

10 10. Enhancement Payments. Defendant agrees not to oppose or impede any application or
11 motion by Plaintiffs for Enhancement Payments in the amount up to Seven Thousand Five Hundred
12 and Zero Cents (\$7,500.00) to Plaintiff Menjivar and Plaintiff Rodriguez, each (for a total of
13 \$15,000.00 to Plaintiffs). The Enhancement Payments, which will be paid from the Gross Settlement
14 Amount, subject to Court approval, will be in addition to any other payments Plaintiffs may be eligible
15 to receive under the Settlement (e.g., their Individual Settlement Payment and/or Individual PAGA
16 Payment). Plaintiffs shall be solely and legally responsible for correctly characterizing this
17 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
18 Administrator shall issue IRS Forms 1099 to Plaintiffs for the Enhancement Payments. Any portion
19 of the requested Enhancement Payments that is not awarded by the Court to Plaintiffs shall be
20 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members. The
21 Court's ruling on the request for the Enhancement Payments shall not affect the enforceability of this
22 Agreement or the terms contained herein.

23 11. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
24 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
25 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
26 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
27 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
28 distributed to PAGA Members (i.e., the PAGA Member Amount) on a *pro rata* basis, based on the

total number of PAGA Workweeks worked by each PAGA Member during the PAGA Period (i.e., the Individual PAGA Payments). PAGA Members will be issued Individual PAGA Payments whether or not they object to or opt-out of the Class Settlement.

12. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

13. Escalator Clause. If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period exceeds 110,000, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 110,000 Workweeks; or (b) cap the Class Period and PAGA Period to the date that 110,000 Workweeks is reached but not exceeded.

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

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1 a. After Preliminary Approval, the Settlement Administrator will divide the Net
2 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
3 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
4 to yield each Class Member’s estimated Individual Settlement Share that each Class Member may be
5 entitled to receive under the Class Settlement.

6 b. After Final Approval, the Settlement Administrator will divide the final Net
7 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
9 Value to each Settlement Class Member’s final Individual Settlement Share.

10 15. Individual PAGA Payment Calculations. Individual PAGA Payments will be
11 calculated and apportioned from the PAGA Member Amount based on the PAGA Member’ number
12 of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Member
13 Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Members to yield
14 the “PAGA Workweek Value,” and multiply each PAGA Member’s individual PAGA Workweeks by
15 the PAGA Workweek Value to yield each PAGA Member’s Individual PAGA Payment.

16 16. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
17 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
18 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be
19 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages
20 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
21 Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages
22 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
23 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
24 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
25 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
26 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

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1 17. Administration of Taxes by the Settlement Administrator. The Settlement
2 Administrator will be responsible for issuing to Plaintiffs, Settlement Class Members, PAGA
3 Members, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
4 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
5 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
6 taxes and other legally required withholdings to the appropriate government authorities.

7 18. Tax Liability. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel do not
8 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
9 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiffs, Settlement
10 Class Members, and PAGA Members are not relying on any statement, representation, or calculation
11 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiffs, Settlement
12 Class Members, and PAGA Members understand and agree that Plaintiffs, Settlement Class Members,
13 and PAGA Members will be solely responsible for the payment of any taxes and penalties assessed
14 on the payments described in this Settlement Agreement. Plaintiffs, Settlement Class Members, and
15 PAGA Members should consult with their tax advisors concerning the tax consequences of any
16 payment they receive under the Settlement.

17 19. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
25 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
26 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
27 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
28 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)

HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

20. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiffs, Settlement Class Members, or any PAGA Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiffs, Settlement Class Members, or any PAGA Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

21. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. On May 20, 2024, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion for Preliminary Approval"). If necessary, Plaintiffs and Class Counsel will be responsible for filing any supplemental briefing in support of the pending Motion for Preliminary Approval and will submit this Settlement Agreement to the Court. Class Counsel will provide Defendant's Counsel a draft of any supplemental papers in support of the pending Motion for Preliminary Approval for review before filing them with the Court. Defendant agrees not to oppose

1 the Motion for Preliminary Approval of the Settlement or any supplemental papers in support thereof
2 consistent with this Settlement Agreement. The Parties have mutually agreed to the entry of the
3 Preliminary Approval Order seeking the following:

- 4 a. Conditionally certifying the Class for settlement purposes only;
- 5 b. Granting Preliminary Approval of the Settlement;
- 6 c. Preliminarily appointing Plaintiff Rodriguez as the representative of the Class;
- 7 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 8 e. Approving as to form and content, the mutually-agreed upon and proposed
9 Class Notice and directing its mailing by First Class U.S. Mail;
- 10 f. Approving the manner and method for Class Members to request exclusion
11 from or object to the Class Settlement as contained herein and within the Class Notice;
- 12 g. Scheduling a Final Approval Hearing at which the Court will determine whether
13 Final Approval of the Settlement should be granted.

14 22. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
15 Class Counsel shall notify the LWDA of the Settlement.

16 23. Delivery of Class List. On September 16, 2024, Defendant provided the Class List to
17 the Settlement Administrator. The names, addresses, telephone numbers, and Social Security numbers
18 will only be disclosed to the Settlement Administrator and not to Class Counsel. All information
19 provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall
20 be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement
21 Administrator. The Settlement Administrator shall use due care with respect to the storage, custody,
22 use, and/or dissemination of the confidential information. Such information must be stored in a secure
23 fashion and all persons who access the data must agree to keep it confidential.

24 24. Notice by First-Class U.S. Mail.

25 a. Within seven (7) calendar days after receiving the Preliminary Approval Order
26 from Class Counsel, the Settlement Administrator will perform a search based on the National Change
27 of Address Database or any other similar services available, such as provided by Experian, for
28 information to update and correct for any known or identifiable address changes, and will mail a Class

1 Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all
2 Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified
3 by the Settlement Administrator.

4 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
5 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
6 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
7 the Class Notice. If no forwarding address is provided, the Settlement Administrator will, within five
8 (5) calendar days of receipt of the returned mail, attempt to determine the correct address using a skip-
9 trace or other search, using the name, address, and/or Social Security number of the Class Member,
10 and perform a single re-mailing.

11 c. Compliance with the procedures described herein above shall constitute due and
12 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
13 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
14 provide notice of the Settlement.

15 25. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members will have
16 an opportunity to dispute the number of Workweeks and/or PAGA Workweeks to which they have
17 been credited, as reflected in their respective Class Notices, by submitting a timely and valid
18 Workweeks Dispute to the Settlement Administrator, by mail, on or before the Response Deadline.
19 The date of the postmark on the return mailing envelope will be the exclusive means to determine
20 whether a Workweeks Dispute has been timely submitted. Absent evidence rebutting the accuracy of
21 Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Workweeks
22 to be credited to a disputing Class Member, Defendant's records will be presumed to be correct and
23 determinative of the dispute. However, if a Class Member produces information and/or documents to
24 the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
25 and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or
26 PAGA Workweeks that the disputing Class Member should be credited with under the Settlement.
27 The Settlement Administrator's decision on such disputes will be final and non-appealable.

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1 26. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
3 Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on
4 the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion
5 has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and
6 Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and
7 also identify the individuals who have submitted a timely and valid Request for Exclusion in a
8 declaration that is to be filed with the Court in advance of the Final Approval Hearing. At no time
9 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to request
10 exclusion from the Class Settlement. Any Class Member who submits a Request for Exclusion is
11 prohibited from making any objection to the Class Settlement. Any Class Member who submits a
12 timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be
13 issued an Individual Settlement Payment. Any Class Member who does not affirmatively request
14 exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be
15 bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the
16 Released Class Claims, as well as any judgment that may be entered by the Court if it grants Final
17 Approval to the Settlement. Notwithstanding the above, all PAGA Members will be bound to the
18 PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
19 submit a Request for Exclusion.

20 27. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
22 mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope
23 will be the exclusive means to determine whether a Notice of Objection has been timely submitted.
24 The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the
25 number of Notices of Objection that are submitted (specifying which ones were timely and complete
26 and which were not), and also attach them to a declaration that is to be filed with the Court in advance
27 of the Final Approval Hearing. At no time will any of the Parties or their counsel seek to solicit or
28 otherwise encourage Settlement Class Members to object to the Class Settlement or appeal from the

1 Final Approval Order and Judgment. Settlement Class Members, individually or through counsel,
2 may also present their objection orally at the Final Approval Hearing, regardless of whether they have
3 submitted a Notice of Objection. If a Settlement Class Member objects to the Class Settlement, that
4 Settlement Class Member will remain a member of the Settlement Class. If the Court overrules the
5 objection and approves the Class Settlement, the Settlement Class Member will be bound by the terms
6 of the Class Settlement in the same way and to the same extent as a Settlement Class Member who
7 does not object. Class Counsel and Defendant's Counsel may respond to any objection lodged with
8 the Court up to five (5) court days before the Final Approval Hearing or at the Final Approval Hearing.

9 28. Reports by the Settlement Administrator. The Settlement Administrator shall provide
10 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
11 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
12 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
13 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
14 Administrator will provide to counsel for the Parties any updated reports regarding the administration
15 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
16 receives a request from an individual or any other entity regarding inclusion in the Class and/or
17 Settlement or regarding a Workweeks Dispute.

18 29. Defendant's Right to Rescind.

19 A. If more than ten percent (10%) of the Class Members submit timely and valid
20 Requests for Exclusion, Defendant, in its sole discretion, shall have the option to rescind the
21 Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to
22 Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties
23 of the number of Class Members who have submitted timely and valid Requests for Exclusion
24 following the Response Deadline. In such a case, the Parties and any funds to be awarded under this
25 Settlement Agreement shall be returned to their respective statuses as of the date and time immediately
26 prior to December 15, 2023, and the Parties shall proceed in all respects as if this Settlement
27 Agreement had not been executed, except that any fees already incurred by the Settlement
28 Administrator shall be paid by Defendant.

1 B. In the event: (i) the Court does not ultimately enter the Preliminary Approval
2 Order (i.e., this Paragraph 29.B does not apply if the Court initially denies preliminary approval and/or
3 requires the Parties to submit supplemental briefing regarding the Motion for Preliminary Approval
4 and/or make changes to the Settlement Agreement other than what is provided in this Paragraph 29.B)
5 without requiring material changes to the basic Settlement terms (basic Settlement terms include the
6 amount of the Gross Settlement Amount; the time period of the Released Class Claims; the covered
7 Class Period; revisions to the Escalator Clause contained herein; and revisions to Paragraph 29.A
8 contained herein); (ii) the Court does not ultimately finally approve the Settlement (i.e., this Paragraph
9 29.B does not apply if the Court initially denies final approval and/or requires the Parties to submit
10 supplemental briefing regarding the motion for final approval and/or make changes to the Settlement
11 Agreement other than what is provided in this Paragraph 29.B) as provided herein without requiring
12 material changes to the basic Settlement terms (basic Settlement terms include the amount of the Gross
13 Settlement Amount; the time period of the Released Class Claims; the covered Class Period; revisions
14 to the Escalator Clause contained herein; and revisions to Paragraph 29.A contained herein); (iii)
15 Defendant exercises its option to rescind the Settlement Agreement based on an excessive number of
16 opt-outs, as described in Paragraph 29.A; or (iv) the Settlement does not become final for any other
17 reason (*e.g.*, an objection by the LWDA), this Settlement Agreement shall be null and void. Any order
18 or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void
19 from the beginning, and the Recitals and Terms of the Agreement contained herein shall be of no force
20 or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the
21 Parties shall be returned to their respective statuses as of December 15, 2023, settlement funds placed
22 in trust with the Settlement Administrator shall be returned to Defendant, and the Parties shall proceed
23 in all respects as if this Settlement Agreement had not been executed, except that any fees already
24 incurred by the Settlement Administrator shall be paid by Defendant.

25 30. Certification of Completion. Upon completion of administration of the Settlement, the
26 Settlement Administrator will provide a written declaration under oath to certify such completion to
27 the Court and counsel for all Parties.

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1 31. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
2 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
3 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
4 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
5 Fees and Costs; (e) Enhancement Payments; and (f) Settlement Administration Costs. The Final
6 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
7 Plaintiffs and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
8 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion for
9 review before filing it with the Court. By way of said motion, Plaintiffs will apply for the entry of the
10 Final Approval Order and Judgment, which will provide for, in substantial part, the following:

11 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
12 consummation of its terms and provisions;

13 b. Certification of the Settlement Class;

14 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

15 d. Approval of the application for Enhancement Payments to Plaintiffs;

16 e. Approval of the PAGA Amount;

17 f. Directing Defendant to fund all amounts due under the Settlement Agreement
18 and ordered by the Court; and

19 g. Entering judgment in the *Rodriguez* Action, while maintaining continuing
20 jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

21 32. Funding of the Gross Settlement Amount. As of December 31, 2023, Defendant has
22 deposited the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning
23 of Treasury Regulation Section 1.468B-1, *et seq.*, that was established by the Settlement
24 Administrator. Prior to the Effective Date, the Settlement Administrator will notify Defendant of the
25 amount of the Employer Taxes. No later than five (5) business days of the Effective Date and the date
26 the Settlement Administrator notifies Defendant of the amount of the Employer Taxes, whichever is
27 later, Defendant will deposit the Employer Taxes into the QSF. Defendant shall provide all
28 information necessary for the Settlement Administrator to calculate necessary payroll taxes including
its official name, 8-digit state unemployment insurance tax ID number, and other information

1 requested by the Settlement Administrator, no later than five (5) business days after the Effective Date.

2 33. Distribution of the Gross Settlement Amount. Within five (5) business days of the
3 Effective Date, the Settlement Administrator will issue the Individual Settlement Payments to
4 Settlement Class Members, Individual PAGA Payments to PAGA Members, LWDA Payment to the
5 LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and
6 Settlement Administration Costs to itself. In addition, the Settlement Administrator will reimburse to
7 Defendant an amount equal to the interest earned on the Gross Settlement Amount through the date
8 of distribution of the Gross Settlement Amount as reflected above. The Settlement Administrator shall
9 also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding,
10 and timely forward these to the appropriate government authorities.

11 34. Settlement Checks. The Settlement Administrator will be responsible for undertaking
12 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
13 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
14 PAGA Members in accordance with this Settlement Agreement. When issuing payments, the
15 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
16 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
17 Members and PAGA Members are not required to submit a claim to be issued an Individual Settlement
18 Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and Individual
19 PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days
20 from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such
21 canceled checks shall be distributed by the Settlement Administrator to the State of California's
22 Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.
23 The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
24 Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members,
25 whether or not they cash their settlement checks. Therefore, Defendant will not be required to pay
26 any interest on such amounts. The Settlement Administrator shall undertake amended and/or
27 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
28 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
Payment checks. Settlement Class Members whose Individual Settlement Payment checks are

1 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Members whose Individual
2 PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

3 35. Class Settlement Release. Upon the Effective Date, Plaintiffs and all Settlement Class
4 Members will be deemed to have fully, finally, and forever released, settled, compromised,
5 relinquished, and discharged the Released Parties of all Released Class Claims.

6 36. PAGA Settlement Release. Upon the Effective Date, Plaintiffs, the State of California
7 with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and
8 forever released, settled, compromised, relinquished, and discharged the Released Parties of all
9 Released PAGA Claims.

10 37. Plaintiffs' General Release. Upon the Effective Date, in addition to the Released Class
11 Claims and Released PAGA Claims, Plaintiffs, for themselves and their respective spouses, heirs and
12 assigns, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
13 and discharged the Released Parties from any and all charges, complaints, claims, debts, liabilities,
14 promises, agreements, controversies, actions, suites, rights, demands, obligations, guarantees, costs,
15 losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature
16 whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have
17 been asserted, whether in tort, contract, equity, or otherwise which Plaintiffs, at any time of execution
18 of this Settlement Agreement, had or claimed to have or may have, including but not limited to any
19 and all claims arising out of, relating to, or resulting from their employment, payment of wages during
20 that employment and/or separation of employment with the Released Parties, including any claims
21 arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order
22 relating to employment, including, but in no way limited to, any claim under Title VII of the Civil
23 Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 1981; the Americans with Disabilities Act
24 ("ADA"); the Family and Medical Leave Act ("FMLA"); the Age Discrimination in Employment Act
25 (ADEA), the Employee Retirement Income Security Act ("ERISA"); the California Family Rights Act
26 ("CFRA"); the California Fair Employment and Housing Act ("FEHA"); all claims for wages or
27 penalties under the Fair Labor Standards Act ("FLSA"); all claims for wages or penalties under the
28 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to

1 violation of public policy, retaliation, or interference with legal rights; any and all other employment
2 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach
3 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to
4 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this
5 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.
6 Plaintiffs understand and expressly agree that this Settlement Agreement extends to claims that they
7 have against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,
8 vested or contingent, past, present, or future, arising from or attributable to an incident or event,
9 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all
10 rights granted under any state or federal law or regulation limiting the effect of this Settlement
11 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
12 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
14 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
15 **FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
16 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH**
17 **THE DEBTOR OR RELEASED PARTY.**

18 38. Final Approval Order and Judgment. The Parties shall provide the Settlement
19 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
20 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
21 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
22 Class will be required.

23 39. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
24 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
25 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
26 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
27 (c) dismissal of the Actions with prejudice; and (d) such post-judgment matters as may be appropriate
28 under court rules or as set forth in this Settlement Agreement.

1 40. Effects of Termination or Rescission of Settlement. Termination or rescission of the
2 Settlement Agreement shall have the following effects:

3 a. The Settlement Agreement shall be void and shall have no force or effect, and
4 no Party shall be bound by any of its terms;

5 b. In the event the Settlement Agreement is terminated, Defendant shall have no
6 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
7 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
8 Administrator is notified that the Settlement has been terminated;

9 c. The Preliminary Approval Order, Final Approval Order and Judgment,
10 including any order certifying the Class, shall be vacated;

11 d. The Settlement Agreement and all negotiations, statements, and proceedings
12 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
13 restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

14 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
15 statements, or filings in furtherance of the Settlement (including all matters associated with the
16 mediation) shall be admissible or offered into evidence in the Actions or any other action for any
17 purpose whatsoever;

18 f. Any documents generated to bring the Settlement into effect, will be null and
19 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
20 likewise be treated as void from the beginning; and

21 g. Settlement funds placed in trust with the Settlement Administrator shall be
22 returned to Defendant within five (5) business days of being notified of the termination or rescission
23 of the Settlement Agreement.

24 41. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
27 of action or right herein released and discharged.

28 ///

1 42. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
2 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 43. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
5 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
6 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
7 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
8 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
9 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),
10 which provide that a written agreement is to be construed according to its terms and may not be varied
11 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
12 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

13 44. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
14 the Actions (including with respect to California Code of Civil Procedure § 583.310), except such
15 proceedings necessary to implement and complete this Settlement Agreement, pending the Final
16 Approval Hearing to be conducted by the Court.

17 45. Amendment or Modification. Prior to the filing of the Motion for Preliminary
18 Approval of the Settlement, the Parties may not amend or modify any provision of this Settlement
19 Agreement except by written agreement signed by counsel for all Parties. After the filing of the
20 Motion for Preliminary Approval of the Settlement, the Parties may not amend or modify any
21 provision of this Settlement Agreement except by written agreement signed by counsel for all the
22 Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement
23 Agreement will not constitute a waiver of any other provision.

24 46. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have

1 full authority to enter into this Settlement Agreement, and further intend that this Settlement
2 Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and
3 subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
4 confidentiality provisions that otherwise might apply under state or federal law.

5 47. Signatories. It is agreed that because the members of the Class are so numerous, it is
6 impossible or impractical to have each Settlement Class Member or PAGA Member execute this
7 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
8 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
9 as to the PAGA Members, and the releases provided for by this Settlement Agreement shall have the
10 same force and effect as if this Settlement Agreement were executed by each Settlement Class Member
11 and PAGA Member.

12 48. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
13 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14 49. California Law Governs. All terms of this Settlement Agreement and attached exhibits
15 hereto will be governed by and interpreted according to the laws of the State of California.

16 50. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, this Settlement Agreement may be executed in one or more
18 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
19 copies of the signature page, will be deemed to be one and the same instrument.

20 51. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
21 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived
22 at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking
23 into account all relevant factors, present and potential. The Parties further acknowledge that they are
24 each represented by competent counsel and that they have had an opportunity to consult with their
25 counsel regarding the fairness and reasonableness of this Settlement Agreement.

26 52. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to define all provisions of this Settlement

1 Agreement valid and enforceable.

2 53. Plaintiffs' Cooperation. Plaintiffs agree to sign this Settlement Agreement and, by
3 signing this Settlement Agreement, are hereby bound by the terms herein and agree to fully cooperate
4 to implement the Settlement.

5 54. Non-Admission of Liability; No Waiver of Arbitration Agreements. The Parties enter
6 into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the
7 burden, expense, and risk of continued litigation. In entering into this Settlement Agreement,
8 Defendant does not admit, and specifically denies, it has violated any federal, state, or local law;
9 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
10 laws, regulations, or legal requirements; breached any contract; violated or breached any duty;
11 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect
12 to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of
13 the negotiations connected with it, shall be construed as an admission or concession by Defendant of
14 any such violations or failures to comply with any applicable law. Defendant specifically contends
15 that Class Members who are drivers, qualify as exempt under the Federal Motor Carrier's Act and the
16 California state law equivalent and are not subject to California's overtime and break laws. In
17 addition, Defendant contends that Class Members are subject to enforceable individual written
18 arbitration agreements with Defendant that contain valid class action waivers. Except as necessary in
19 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its
20 terms and provisions shall not be offered or received as evidence in any action or proceeding to
21 establish any liability or admission on the part of Defendant or to establish the existence of any
22 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
23 law. Nor shall anything in this Settlement Agreement be construed or deemed an admission that the
24 *Rodriguez* Action was properly brought as a class action pursuant to California Code of Civil
25 Procedure section 382 and under California Business and Professions Code section 17200 and/or that
26 the Actions were properly brought as Private Attorney General Actions under PAGA. Nor shall
27 anything in this Settlement Agreement or in the Preliminary Approval Order or Final Approval Order
28 be deemed a waiver of Defendant's right to enforce applicable arbitration agreements. Defendant is

1 neither currently, nor in the future, waiving or releasing its rights to enforce those individual arbitration
2 agreements and class waivers. Nor will Defendant be estopped from asserting its rights to enforce
3 those individual arbitration agreements and class waivers in future litigation or in claims by or against
4 Class Members, and that nothing in this Settlement is intended to constitute a waiver, release, or
5 estoppel to assert those contractual rights, which shall remain in full force and legal effect.

6 55. Captions. The captions and paragraph numbers in this Settlement Agreement are
7 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
8 intent of the provisions of this Settlement Agreement.

9 56. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
10 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
11 construed more strictly against one Party than another merely by virtue of the fact that it may have
12 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
13 negotiations between the Parties, all Parties have contributed equally to the preparation of this
14 Settlement Agreement.

15 57. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
18 in full.

19 58. All Terms Subject to Final Court Approval. All amounts and procedures described in
20 this Settlement Agreement herein will be subject to final Court approval.

21 59. Notices. All notices, demands, and other communications to be provided concerning
22 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
23 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
24 as follows:

25 To Plaintiff Rodriguez and Class Counsel:

26 Jonathan M. Genish

27 jgenish@blackstonepc.com

28 Miriam L. Schimmel

mschimmel@blackstonepc.com

Joana Fang

jfang@blackstonepc.com

Alexandra Rose
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Plaintiff Menjivar and Class Counsel:

Rana Nader
nader@proxylawfirm.com
Hengameh S. Safaei
safei@proxylawfirm.com
PROXY LAW FIRM LLP
10880 Wilshire Boulevard, Suite 1101
Los Angeles, California 90024
Tel: (310) 853-8333 / Fax: (310) 861-5931

To Defendant:

Christine D. Baran
cbaran@fisherphillips.com
Kyle S. Chelwick
kchelwick@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Tel: (949) 851-2424 / Fax: (949) 851-0152

60. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiffs and Defendant:

IT IS SO AGREED.

Dated: 10/24/2024

PLAINTIFF ANGEL RODRIGUEZ



Plaintiff Angel Rodriguez

PLAINTIFF LUCIO MENJIVAR

Dated: _____

Plaintiff Lucio Menjivar

**DEFENDANT AMERICAN TEXTILE
MAINTENANCE COMPANY**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant American Textile
Maintenance Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: October 25, 2024



Jonathan M. Genish
Attorneys for Plaintiff Angel Rodriguez
and Proposed Class Counsel

PROXY LAW FIRM LLP

Dated: _____

Rana Nader
Hengameh S. Safaei
Attorneys for Plaintiff Lucio Menjivar
and Proposed Class Counsel

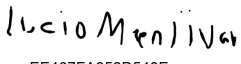
FISHER & PHILLIPS, LLP

Dated: _____

Christine D. Baran
Kyley S. Chelwick
Attorneys for Defendant American Textile
Maintenance Company

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Dated: 10/24/2024

PLAINTIFF LUCIO MENJIVAR
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Plaintiff Lucio Menjivar

**DEFENDANT AMERICAN TEXTILE
MAINTENANCE COMPANY**

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant American Textile
Maintenance Company

APPROVED AS TO FORM ONLY:

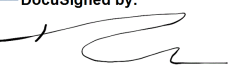
BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
*Attorneys for Plaintiff Angel Rodriguez
and Proposed Class Counsel*

PROXY LAW FIRM LLP

Dated: 10/23/2024

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Rana Nader
Hengameh S. Safaei
*Attorneys for Plaintiff Lucio Menjivar
and Proposed Class Counsel*

FISHER & PHILLIPS, LLP

Dated: _____

Christine D. Baran
Kyley S. Chelwick
*Attorneys for Defendant American Textile
Maintenance Company*

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PLAINTIFF LUCIO MENJIVAR

Dated: _____

Plaintiff Lucio Menjivar

**DEFENDANT AMERICAN TEXTILE
MAINTENANCE COMPANY**

Dated: 10/25/2025

B. Moskowitz

Full Name: Bruce Moskowitz

Title: CFO
On behalf of Defendant American Textile
Maintenance Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: _____

Jonathan M. Genish
*Attorneys for Plaintiff Angel Rodriguez
and Proposed Class Counsel*

PROXY LAW FIRM LLP

Dated: _____

Rana Nader
Hengameh S. Safaei
*Attorneys for Plaintiff Lucio Menjivar
and Proposed Class Counsel*

FISHER & PHILLIPS, LLP

Dated: October 25, 2024

Kyley S. Chelwick
Christine T. Baran
Kyley S. Chelwick
*Attorneys for Defendant American Textile
Maintenance Company*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Angel Rodriguez v. American Textile Maintenance, Los Angeles County Superior Court Case No 22STCV17855
Lucio Menjivar v. American Textile Maintenance Company, Los Angeles County Superior Court Case No.
22STCV10611

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. It contains important information about your right to receive a settlement payment.

You have received this Notice because a class and representative action settlement has been reached between Plaintiffs Angel Rodriguez and Lucio Menjivar (together, “Plaintiffs”) and American Textile Maintenance Company doing business as Republic Master Chefs (“Defendant”) (collectively, the “Parties”) in the above-referenced cases (together, “Actions”). The Parties entered into a proposed First Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement”).

All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period (“Class” or “Class Members”) are eligible to receive a payment under the settlement and resolution of all Released Class Claims (“Class Settlement”). The “Class Period” is the period from May 31, 2018 through June 23, 2024.

All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“PAGA Members”) are eligible to receive a payment under the settlement and resolution of all Released PAGA Claims (“PAGA Settlement”). The “PAGA Period” is the period from January 18, 2021 through June 23, 2024.

On [date of Preliminary Approval], the Los Angeles County Superior Court granted preliminary approval of the Settlement, conditionally certified the Class for Settlement purposes only, and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Actions.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Share and an Individual PAGA Payment (if any). In exchange, you will give up your legal rights to pursue claims released by the Settlement. See Section 7 of this Notice.
OPT OUT OF THE CLASS SETTLEMENT	You can exclude yourself from the Class Settlement by sending the Settlement Administrator a Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Settlement Share and you will retain your legal rights to pursue the Released Class Claims that would otherwise be released by the Settlement. You cannot opt out of the PAGA Settlement. See Section 5 of this Notice.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out of the Class Settlement, you can object to any aspect of the Class Settlement. See Section 6 of this Notice.

1. What are the Actions About?

On January 18, 2022, Plaintiff Menjivar provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Menjivar PAGA Letter”). On March 28, 2022, Plaintiff Menjivar filed a Complaint for Violation of the California Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* in the action entitled *Lucio Menjivar v. American Textile Maintenance Company*, Los Angeles County Superior Court Case No. 22STCV10611 (“Menjivar Action”), which alleges civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). On May 31, 2022, Plaintiff Rodriguez provided written notice to the LWDA and Defendant of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“Rodriguez PAGA Letter”). Together, the Menjivar PAGA Letter and Rodriguez PAGA Letter are referred to as the “PAGA Letters.” Also on May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint for Damages in the action entitled *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court Case No. 22STCV17855 (“Rodriguez Action”), thereby commencing a putative class action against Defendant. On August 4, 2022, Plaintiff Rodriguez filed a First Amended Class Action Complaint for Damages and Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 *Et Seq.* (“Rodriguez Operative Complaint”), which added a cause of action under PAGA. Together, the Menjivar Operative Complaint and the Rodriguez Operative Complaint are referred to as the “Operative Complaints.”

The Actions collectively allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages upon termination and associated waiting-time penalties, and provide accurate wage statements, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under PAGA.

Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiffs, the Class, or to the PAGA Members. Defendant contends that those Class Members and PAGA Members who are drivers, qualify as exempt under the Federal Motor Carrier’s Act and the California state law equivalent and are not subject to California’s overtime or break laws. In addition, Defendant contends that Class Members are subject to enforceable individual written arbitration agreements with Defendant that contain valid class action waivers, and that in entering into the Settlement, Defendant is neither currently, nor in the future, waiving or releasing its rights to enforce those individual arbitration agreements and class waivers. Nor will Defendant be estopped from asserting its rights to enforce those individual arbitration agreements and class waivers in future litigation or in claims by or against Class Members, and that nothing in the Settlement is intended to constitute a waiver, release, or estoppel to assert those contractual rights, which shall remain in full force and legal effect.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides agreed to resolve the Actions with no decision or admission of who is right or wrong. By agreeing to resolve the Actions and PAGA Letters, all parties avoid the risks and cost of a trial.

2. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
BLACKSTONE LAW, APC Jonathan M. Genish Miriam L. Schimmel Joana Fang Alexandra Rose 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Tel: (310) 622-4278 / Fax: (855) 786-6356 PROXY LAW FIRM LLP Rana Nader Hengameh S. Safaei 10880 Wilshire Boulevard, Suite 1101 Los Angeles, California 90024 Tel: (310) 853-8333 / Fax: (310) 861-5931	FISHER & PHILLIPS LLP Christine D. Baran Kyley Chelwick 2050 Main Street, Suite 1000 Irvine, California 92614 Tel: (949) 851-2424 / Fax: (949) 851-0152

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

3. *Summary of the Settlement Terms and Distribution to Class Members and PAGA Members*

The total Gross Settlement Amount is \$1,175,000.00 (“Gross Settlement Amount”).

The “Net Settlement Amount” means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of the following payments, which are subject to Court approval: (1) Enhancement Payments to Plaintiffs in amounts up to \$7,500.00 each (total, \$15,000.00), for the prosecution of the Actions and general release of claims; (2) Settlement Administration Costs to Apex Class Action LLC (“Settlement Administrator”) not to exceed \$25,000.00; (3) PAGA Amount of \$50,000.00, 75% of which will be paid to the LWDA (i.e., \$37,500.00) (“LWDA Payment”) and the remaining 25% (i.e., \$12,500.00) will be paid to PAGA Members (“PAGA Member Amount”); (4) attorneys’ fees in an amount not to exceed 1/3 of the Gross Settlement Amount (i.e., \$391,666.66) and reimbursement of litigation costs and expenses, in an amount not to exceed \$30,000.00 to Class Counsel.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement.

Based upon the calculation above, your Individual Settlement Share is estimated to be \$ [REDACTED]. This is based on Defendant’s records which show you worked [REDACTED] Workweeks during the Class Period. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Each Individual Settlement Share will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on the number of weeks each PAGA Member worked for Defendant as an

hourly-paid and/or non-exempt employee in California during the PAGA Period (“PAGA Workweeks”). The Settlement Administrator has divided the PAGA Member Amount by the PAGA Workweeks of all PAGA Members to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Member’s Individual PAGA Payment.

Based upon the calculation above, your Individual PAGA Payment is estimated to be \$ [redacted]. This is based on Defendant’s records which show you worked [redacted] PAGA Workweeks during the PAGA Period. The Individual PAGA Payment (if applicable) will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholding, and will be reported on IRS Form 1099 (if applicable).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for 180 days from the void date shown on each check, and thereafter, will be canceled. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will distribute the funds to the California State Controller’s Office Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.

4. How Do I Dispute my Number of Workweeks and/or PAGA Workweeks?

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”), which must: (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before [Response Deadline]**.

[Settlement Administrator]
[Mailing Address]

5. How Do I Opt Out or Exclude Myself From the Class Settlement?

You may exclude yourself from the Class Settlement by submitting a written request to be excluded from the Class Settlement (“Request for Exclusion”), which must (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section 4 above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section 7 below), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section 7 below, as well as any judgment that may be entered by the Court based thereon. PAGA Members will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

6. How Do I Object to the Class Settlement?

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”), which must: (a) contain the case name and number of the *Rodriguez* Action (*Angel Rodriguez v. American Textile Maintenance*, Case No. 22STCV17855); (b) contain your full name, signature, address,

telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section 4 above, postmarked **on or before [Response Deadline]**.

Settlement Class Members may also appear at the Final Approval Hearing, either in person or through the objector's own counsel, and orally object to the Class Settlement, regardless of whether they have submitted a Notice of Objection.

7. *How Does This Settlement Affect My Rights? What are the Released Claims?*

Upon the Effective Date, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Rodriguez Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant's alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties upon termination; failure to provide accurate wage statements; violation of California Labor Code Sections 201, 202, 203, 226, 226(a), 226(c), 226.7, 226.7(b), 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission Order; California Business and Professions Code sections 17200, *et seq.*; and any other claims, including claims for statutory penalties, pertaining to the Class Members.

"Released PAGA Claims" means any and all PAGA claims and/or causes of action which were alleged or could have been alleged based on the factual allegations in the PAGA Letters and Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties during employment and upon termination; failure to provide accurate wage statements; and failure to provide accurate payroll records; and civil penalties pursuant to California Labor Code Sections 210, 226, 226.3, 558, 1174.5, 1197.1, 2698, and 2699 in connection with violations of California Labor Code Sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(b), 510, 512, 512(a), 558, 558.1, 1174, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and Industrial Welfare Commission Wage Order No. 6-2001.

"Released Parties" means Defendant and its present and former officers, directors, members, owners, shareholders, assigns, subsidiaries, attorneys, insurers, successors, predecessors, and affiliates.

8. *Final Approval Hearing*

The Court will hold a Final Approval Hearing on **[date]** at **[time]** in Department 9 of the Los Angeles County Superior Court located at 312 North Spring Street, Los Angeles, CA 90012 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Members. You are not required to appear at this hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the telephone number listed below, toll-free.

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Los Angeles Superior Court, at 111 N. Hill Street, Los Angeles, CA 90012 during regular business hours.

You may also visit the Settlement Administrator's website at [redacted] for more information and documents relating to the Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 3

FINAL RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Angel Rodriguez v. American Textile Maintenance

Case No.: 22STCV17855 [Consolidated with: 22STCV10611]

Department SSC-9

Hon. Elaine Lu

Hearing: December 4, 2024

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$1,175,000**, non-reversionary. (¶6.p)
- The Net Settlement Amount ("Net") is the GSA minus the following:
 - Up to **\$391,666.66** (33 1/3%) for attorney fees (¶9);
 - Up to **\$30,000** for litigation costs (*ibid.*);
 - Up to **\$15,000 total [\$7,500 each]** for Service Awards to the Named Plaintiffs (¶10);
 - Up to **\$25,000** for settlement administration costs (¶12); and
 - Payment of **\$50,000** PAGA Penalty (75% or \$37,500 to the LWDA; and 25% or \$12,500 to the Aggrieved Employees). (¶11)
- Employer's share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶6.p)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **September 4, 2025**. Plaintiff must call the Court **PRIOR** to filing and serving to obtain a hearing date.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for September 11, 2025, 8:30 a.m., Department 9.

BACKGROUND

Plaintiffs Angel Rodriguez and Lucio Menjivar sue their former employer, Defendant American Textile Maintenance Company (doing business as Republic Master Chefs), for alleged wage and hour violations. Defendant is a linen and uniform service that delivers hospitality, healthcare, and retail linen and uniforms. Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

On March 28, 2022, Plaintiff Menjivar filed a complaint against Defendant for violation of the California Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. (Case No. 22STCV10611), alleging civil penalties under PAGA for Defendant's alleged failure to pay minimum wages, failure to timely pay wages during employment, failure to pay all wages due upon separation of employment, and failure to furnish accurate itemized wage statements.

On May 31, 2022, Plaintiff Rodriguez filed a Class Action Complaint against Defendant alleging causes of action for Defendant's alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to provide accurate wage statements, and failure to timely pay wages upon termination, and for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations. On August 4, 2022, Plaintiff Rodriguez filed a First Amended Class Action Complaint which added a cause of action under PAGA.

On May 16, 2023, Plaintiffs and Defendant participated in a formal mediation conducted by Jill R. Sperber, Esq., which did not result in a settlement at that time. After continued negotiations, the parties were able to reach an agreement to resolve the dispute on a class and representative basis. On April 29, 2024, the Court entered a Minute Order which related the *Rodriguez* Action and *Menjivar* Action. On the same date, pursuant to the parties' joint stipulation, the Court entered an Order which consolidated the actions and deemed the *Rodriguez* Action the lead case.

The terms of settlement are finalized in the long-form *Joint Stipulation of Class Action and PAGA Settlement* ("Settlement Agreement"), a copy of which was initially attached to the Declaration of Jonathan M. Genish filed May 20, 2024 ("Genish Decl.") as Exhibit 2.

On August 28, 2024, the Court issued a "checklist" to the parties pertaining to deficiencies in the proposed settlement. In response, the parties filed further briefing, including the First Amended Settlement Agreement attached to the Supplemental Declaration of Jonathan M. Genish filed October 30, 2024 as Exhibit 2.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- “Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. (¶6.b)
- “Class Period” the period from May 31, 2018 through June 23, 2024. (¶6.f)
- “PAGA Members” means all current and former hourly-paid and/or nonexempt employees who worked for Defendant in the State of California at any time during the PAGA Period. (¶6.x)
- “PAGA Period” means the period from January 18, 2021 through June 23, 2024. (¶6.z)
- “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion. (¶6.11)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$1,175,000**, non-reversionary. (¶6.p)
 - Escalator Clause: If it is determined by the Settlement Administrator that the total number of Workweeks worked by the Class Members during the Class Period exceeds 110,000, then Defendant shall, at its option, either (a) increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 110,000 Workweeks; or (b) cap the Class Period and PAGA Period to the date that 110,000 Workweeks is reached but not exceeded. (¶13)
 - At preliminary approval, the settlement administrator represents that the Class List is comprised of 1,481 individuals who worked a total of 109,614 Workweeks. (Decl. of Madely Nava ¶5.) Accordingly, the escalator clause is not triggered.
- The Net Settlement Amount (“Net”) (**\$663,333.34**) is the GSA minus the following:
 - Up to **\$391,666.66** (33 1/3%) for attorney fees (¶9);
 - Up to **\$30,000** for litigation costs (*Ibid.*);
 - Up to **\$15,000 total [\$7,500 each]** for Service Awards to the Named Plaintiffs (¶10);
 - Up to **\$25,000** for settlement administration costs (¶12); and
 - Payment of **\$50,000** PAGA Penalty (75% or \$37,500 to the LWDA). (¶11)
- Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. (¶6.p)
- There is no claim form requirement. (Notice p. 1)
- Individual Settlement Payment Calculation: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share. (¶14.b)

- PAGA Payments: Individual PAGA Payments will be calculated and apportioned from the PAGA Member Amount based on the PAGA Member's number of PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Member Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Members to yield the "PAGA Workweek Value," and multiply each PAGA Member's individual PAGA Workweeks by the PAGA Workweek Value to yield each PAGA Member's Individual PAGA Payment. (§15)
 - Tax Allocation: Class Members' Individual Settlement Shares will be allocated as follows: 20% as wages, 80% as interest, penalties and non-wage damages. The Administrator will report Individual PAGA Payments on IRS 1099 Forms. (§16)
- Response Deadline: "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from the original Response Deadline. (§16.ii)
 - If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendant, in its sole discretion, shall have the option to rescind the Settlement Agreement. (§29.A)
- Funding of Settlement: As of December 31, 2023, Defendant has deposited the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, et seq., that was established by the Settlement Administrator. Prior to the Effective Date, the Settlement Administrator will notify Defendant of the amount of the Employer Taxes. No later than five (5) business days of the Effective Date and the date the Settlement Administrator notifies Defendant of the amount of the Employer Taxes, whichever is later, Defendant will deposit the Employer Taxes into the QSF. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than five (5) business days after the Effective Date. (§32)
- Disbursement: Within five (5) business days of the Effective Date, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Members, LWDA Payment to the LWDA, Enhancement Payments to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. In addition, the Settlement Administrator will reimburse to Defendant an amount equal to the interest earned on the Gross Settlement Amount through the date of distribution of the Gross Settlement Amount as reflected above. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (§33)

- Uncashed Settlement Checks: Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. (¶134)
- The settlement administrator will be Apex Class Action LLC. (¶16.jj)
- Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶138)
- The proposed Settlement Agreement was submitted to the LWDA on October 28, 2024. (Supp. Decl. of Genish, Exhibit 5.)
- Participating class members and the named Plaintiffs will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? On May 16, 2023, Plaintiffs and Defendant participated in a formal mediation conducted by Jill R. Sperber, Esq., which did not result in a settlement at that time. After continued negotiations, the parties were able to reach an agreement to resolve the dispute on a class and representative basis. (Genish Decl. ¶14.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that prior to mediation, Defendant produced a random 25% sampling of putative class members' time and pay data and records. The random sampling was conducted by sorting putative class members' last names alphabetically, then selecting every third employee until the 25% sampling was met. Defendant also produced relevant wage and hour policies, and information regarding the total number of putative class members, the total number of current putative class members, and the average rate of pay of the putative class members. (*Id.* at ¶26.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶6-7; Declaration of Rana Nader ¶6.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure
Meal Period Violations	\$5,396,024
Rest Period Violations	\$5,469,081
Unpaid Wages (Rounding)	\$780,655
Unpaid Wages (Off-the-Clock)	\$1,768,984
Unpaid Overtime	\$56,777
Waiting Time Penalties	\$3,372,886
Wage Statement Penalties	\$2,795,650
PAGA Penalties	\$2,839,000
Total	\$22,479,057

(Genish Decl. ¶¶29-42.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Class Counsel estimated Defendant's maximum damages at \$22,479,057 and discounted damages at \$1,573,535 (see Genish Decl. ¶39). Class Counsel obtained a \$1,175,000 non-reversionary settlement. This is approximately 5.2% of Plaintiffs' estimated maximum recovery and 74.7% of the discounted recovery which, given the uncertain outcomes, is within the "ballpark" of reasonableness.

The \$1,175,000 settlement amount, after reduced by the requested deductions, leaves approximately \$663,333.34 to be divided among approximately 1,474 class members. Assuming full participation, the resulting payments will average approximately \$450.02 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed “fair, adequate, and reasonable.”

3. Scope of the release

Class Settlement Release. Upon the Effective Date, Plaintiffs and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (¶35)

- “Released Class Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were alleged or which could have been alleged based on the factual allegations in the Rodriguez Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties upon termination; failure to provide accurate wage statements; violation of California Labor Code Sections 201, 202, 203, 226, 226(a), 226(c), 226.7, 226.7(b), 510, 512, 512(a), 1194, 1194.2, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission Order; California Business and Professions Code sections 17200, et seq.; and any other claims, including claims for statutory penalties, pertaining to the Class Members. (¶6.ee)
- PAGA Settlement Release. Upon the Effective Date, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (¶36)
 - “Released PAGA Claims” means any and all PAGA claims and/or causes of action which were alleged or could have been alleged based on the factual allegations in the PAGA Letters and Operative Complaints, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq., including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay waiting time penalties during employment and upon termination; failure to provide accurate wage statements; and failure to provide accurate payroll records; and civil penalties pursuant to California Labor Code Sections 210, 226, 226.3, 558, 1174.5, 1197.1, 2698, and 2699 in connection with violations of California Labor Code Sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(b), 510, 512, 512(a), 558, 558.1, 1174, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802; and Industrial Welfare Commission Wage Order No. 6-2001. (¶6.ff)
 - All PAGA Members will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (¶26)

- “Released Parties” means Defendant and its present and former officers, directors, members, owners, shareholders, assigns, subsidiaries, attorneys, insurers, successors, predecessors, and affiliates. (¶16.gg)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (¶137)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 1,474 class members. (Genish Decl. ¶17.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant’s records. (Genish Decl. ¶17.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiffs allege that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked, and that Defendant’s policies and practices were uniform as to all Class Members. (MPA at 17:12-25.)

As to typicality, Plaintiffs allege that the claims are similar to that of the other Class Members and that they arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. (*Id.* at 17:26-18:8.)

As to adequacy, each Plaintiff represents that he is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declaration of Angel Rodriguez ¶¶3-11; Amended Declaration of Lucio Menjivar ¶¶4-9.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class may be conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (¶24.a)

2. Method of class notice.

On September 16, 2024, Defendant provided the Class List to the Settlement Administrator. The names, addresses, telephone numbers, and Social Security numbers will only be disclosed to the Settlement Administrator and not to Class Counsel. All information provided to the Settlement Administrator will be marked CONFIDENTIAL. This information shall be kept confidential and shall not be disclosed, either in writing or orally, by the Settlement Administrator. The Settlement Administrator shall use due care with respect to the storage, custody, use, and/or dissemination of the confidential information. Such information must be stored in a secure fashion and all persons who access the data must agree to keep it confidential. (¶23)

Within seven (7) calendar days after receiving the Preliminary Approval Order from Class Counsel, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to the Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (¶24.a)

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will, within five (5) calendar days of receipt of the returned mail, attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing. (¶24.b)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$25,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: “Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action.”

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$391,666.66** (33 1/3%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: Each Plaintiff represents that he consented to the fee split between the Class Counsel firms in writing. (Decl. of Rodriguez ¶13; Amended Decl. of Menjivar ¶10.)

Class Counsel should also be prepared to justify the costs sought (capped at **\$30,000**) by detailing how they were incurred.

7. Incentive Awards

The Settlement Agreement provides for an enhancement award of up to **\$7,500 each** to the named Plaintiffs. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION

The Parties’ Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount (“GSA”) is **\$1,175,000**, non-reversionary. (¶16.p)

- The Net Settlement Amount (“Net”) is the GSA minus the following:
 - Up to **\$391,666.66** (33 1/3%) for attorney fees (¶9);
 - Up to **\$30,000** for litigation costs (*ibid.*);
 - Up to **\$15,000 total [\$7,500 each]** for Service Awards to the Named Plaintiffs (¶10);
 - Up to **\$25,000** for settlement administration costs (¶12); and
 - Payment of **\$50,000** PAGA Penalty (75% or \$37,500 to the LWDA; and 25% or \$12,500 to the Aggrieved Employees). (¶11)
- Employer’s share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant. (¶6.p)
- Plaintiffs shall release Defendants from claims described herein.

The Parties’ Motion for Final Approval of Class Action Settlement must be filed by **September 4, 2025**. Plaintiff must call the Court **PRIOR** to filing and serving to obtain a hearing date.

The Parties’ Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearence Case Review is set for September 11, 2025, 8:30 a.m., Department 9.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT’S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: December 4, 2024



Elaine Lu
Judge of the Superior Court

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
4/29/2022	Other	Payment to Mary Perales: In-Person Sign up Fee	\$80.00
4/29/2022	Mailing	Mailing of Payment to Mary Perales	\$0.53
4/29/2022	Mailing	Records Request to American Textile Maintenance	\$7.33
4/29/2022	Mailing	Records Request to Bradley Shames, Agent for American Textile Maintenance	\$7.33
5/31/2022	Filing	LWDA: PAGA Notice	\$75.00
5/31/2022	Mailing	Mailing of PAGA Notice to American Textile Maintenance	\$7.33
5/31/2022	Mailing	Mailing of PAGA Notice to Bradley Shames, Agent for American Textile Maintenance	\$7.33
5/31/2022	Filing	First Legal: Filing of Class Action Complaint & initiating documents	\$1,530.10
6/1/2022	Other	First Legal: Service of Complaint & initiating documents	\$119.31
6/9/2022	Filing	First Legal: Proof of Service of Summons	\$37.70
7/22/2022	Mailing	Service of Notice of Complex Determination and ISC on Fisher & Phillips LLP	\$1.05
7/22/2022	Filing	First Legal: Filing of Notice of Complex Determination & ISC	\$37.70
8/4/2022	Filing	First Legal: Filing of First Amended Complaint/POS	\$37.70
8/5/2022	Filing	First Legal: Filing of Joint Status Conference Report	\$37.70
10/20/2022	Filing	First Legal: Filing of Joint Stipulation to Stay Case Pending Mediation	\$58.50
11/8/2022	Filing	First Legal: Notice of Order Staying Case Pending Mediation	\$37.70
11/16/2022	Other	Case Anywhere	\$120.75
2/10/2023	Other	Case Anywhere	\$6.00
3/1/2023	Other	LASC Document Download: Joint Stipulation to Stay Case Pending Mediation (signed 2/22/23)	\$5.40
4/24/2023	Mailing	Mailing of Check to Judicate West	\$0.60
5/12/2023	Mediation	Judicate West	\$6,375.00
5/12/2023	Mailing	Mailing of Check to Judicate West	\$7.00
6/13/2023	Other	Berger Consulting Group, LLC	\$5,820.00
6/13/2023	Mailing	Mailing of Check to Berger Consulting Group, LLC	\$0.60
6/29/2023	Filing	First Legal: Filing of Stipulation to Continue Deadline for Filing Motion for Class Cert.	\$60.75
7/11/2023	Mediation	Nationwide Legal: Delivery of mediation brief to Jill Sperber	\$242.50
7/11/2023	Mailing	Mailing of Payment to Nationwide Legal	\$0.63
8/8/2023	Filing	First Legal: Filing of Stipulation to Continue Non-Appearance Case Review	\$104.50
8/10/2023	Other	Case Anywhere	\$141.00
8/23/2023	Filing	First Legal: Filing of Joint Stipulation to Continue Def's MTC Arb	\$60.75
8/24/2023	Filing	Steno: Filing of Notice of Order Cont. Def's MTC Arb	\$59.95
10/6/2023	Filing	Steno: Filing of Joint Stip to Continue Deadline for Filing Motion for Class Cert.	\$86.95
11/7/2023	Filing	First Legal: Filing of Joint Status Report	\$35.75
11/8/2023	Other	Case Anywhere	\$165.00
11/8/2023	Filing	First Legal: Filing of Joint Status Report/Proposed Order Cont. Non-Appearance Case Review	\$39.95
11/14/2023	Filing	Steno: Filing of Joint Stip to Further Cont. Def's MTC Arb	\$86.95
1/19/2024; 1/22/2024	Filing	Steno: Notice of Conditional Settlement & Joint Stip to Further Continue Def's MTC Arb	\$86.95
3/13/2024	Filing	Steno: Filing of Plaintiff's Status Report & NACR Statement	\$59.95
3/25/2024	Filing	Steno: Filing of Plaintiff's Notice of Deadline for MPA or Responsive Pleading	\$59.95
4/11/2024	Filing	Steno: Filing of Joint Stip to Vacate Deadline to File Motion for Class Certification	\$113.95
4/29/2024	Filing	Steno: Filing of Notice of Entry of Judgment or Order (Joint Stip to Consolidate Cases)	\$59.95
5/20/2024	Filing	Steno: Filing of MPA and supporting documents	\$140.95
10/22/2024	Filing	Steno: Notice of Resetting of MPA Hearing	\$59.95
10/30/2024	Filing	Steno: Filing of Supplemental Brief ISO MPA and supporting documents	\$59.95
12/4/2024	Filing	Steno: Filing of Notice of Entry of Order Granting MPA	\$59.95
	Filing	Estimated Cost: Filing of MFA and supporting documents	\$140.95
	Filing	Estimated Cost: Steno: Filing of Notice of Entry of Order Granting MFA	\$59.95

Total: **\$16,404.79**