

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: norm@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

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

14 **IN AND FOR THE COUNTY OF RIVERSIDE**

15 DONALD MATHEWS, an individual, on
16 behalf of himself and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 HANSEN & ADKINS AUTO
21 TRANSPORT, INC., a California
22 Corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No. CVRI2203075

[Consolidated with CVRI2203224]

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

Hearing Date: April 2, 2024

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated November
21, 2023]*

Judge: Hon. Harold W. Hopp

Dept: 1

Action Filed: July 21, 2022

Trial Date: Not Set

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

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiff Donald Mathews ("Plaintiff") in this matter. As such, I am
4 fully familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.
6 This declaration is being submitted in support to the Plaintiff's motion for final approval of the class
7 settlement, including attorneys' fees, costs and service award.

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
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"Agreement") of the parties is attached hereto as Exhibit #2. Plaintiff and Defendant Hansen & Adkins Auto Transport, Inc. ("Defendant") reached a full and final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendant is Five Hundred Seventy-Five Thousand Dollars (\$575,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

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

(d) The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.23, 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

1 (e) Class Members had the option to opt-out of the Settlement by following the directions in the
2 Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice Packet included an Exclusion Form and
3 an Objection Form. (Agreement at ¶¶ 8.5(a), 8.7(b), Ex. A.) All Class Members who did not "opt out"
4 will be deemed Participating Class Members who will be bound by the Settlement and will be entitled
5 to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
6 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and will
7 remain subject to the release of the Released PAGA Claims regardless of any request for exclusion.
8 (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advised the Class Members of their right to
9 object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

15 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
16 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
17 \$12,000. (Agreement at ¶ 3.2(c).) As set forth in the Fowler Decl. at ¶ 18, the fees and costs incurred
18 to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$9,495.

19 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
20 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
21 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
22 Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶ 3.2(b).)
23 Subject to Court approval, the Agreement provides for a payment of no more than \$12,500 to the Plaintiff
24 as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this request for
25 attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
26 support, for these requests, including lodestar.

27 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
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1 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
2 Section 2698, et seq. ("PAGA"). The PAGA Penalties are \$15,000. (Agreement at ¶¶ 1.34 and 3.2(d).)
3 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be allocated as
4 follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
5 of the civil penalties and and 25% allocated to the Individual PAGA Payments to be distributed to the
6 Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶
7 3.2(d).) As set forth in the accompany proof of service, the LWDA has been served with this motion and
8 the Agreement.

9 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
10 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
11 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the
12 Settlement valued at \$575,000 is an excellent result for the Class. This result is particularly favorable
13 in light of the fact that liability and class certification in this case were far from certain in light of the
14 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
15 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
16 settlement is fair, reasonable and adequate, and should be finally approved.

17
18 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
19 dated November 21, 2023 ("Preliminary Approval Order"), the approved Class Notice has been
20 disseminated to the Class. On December 15, 2023, the Administrator mailed the Court-approved Class
21 Notice to the Class Members, which provided each class member with the terms of the Settlement,
22 including notice of the claims at issue and the financial terms of the settlement, including the attorneys'
23 fees, costs, and service award that were being sought, how individual settlement awards would be
24 calculated, and the specific, estimated payment amount to that individual. See Declaration of Christina
25 Fowler ("Fowler Decl.") ¶7, Exh. A. In disseminating the notice, the Administrator followed the notice
26 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been
27 no objections and no requests for exclusion. Fowler Decl. ¶¶11-13.

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

8

9 6. Procedural History of the Litigation

10 (a) On May 19, 2022 , Plaintiff filed with the LWDA and served on Defendant a notice under
11 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
12 behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice"). On July 21, 2022,
13 Plaintiff filed a class action Complaint against Defendant in the Superior Court of the State of California,
14 County of Riverside ("Class Action"). In the Class Action Complaint, Plaintiff asserted claims against
15 Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure
16 to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to
17 pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide
18 required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required
19 rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized
20 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
21 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due
22 in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick wages in violation
23 of California Labor Code §§ 201-204, 233, 246.

24 (b) On August 3, 2022, Plaintiff filed a Representative Action Complaint against Defendant in
25 the Superior Court of the State of California, County of Riverside, asserting a single cause of action for
26 violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA"), Case No.
27 CVRI2104986 ("PAGA Action"), citing to underlying Labor Code violations of sections 201-204, 210,
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1 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1 and 1198.

2 (c) On July 24, 2023, the Parties filed a stipulation to consolidate the Class Action and the PAGA
3 Action (collectively referred to as the "Actions") and file the First Amended Consolidated Class and
4 Representative Action Complaint. On August 11, 2023, Plaintiff filed the First Amended Consolidated
5 Class and Representative Action Complaint. The First Amended Consolidated Class and Representative
6 Action Complaint is the operative complaint in the Action (the "Operative Complaint").

7 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
8 production of documents, class data, and other information, allowing for the full and complete analysis
9 of liabilities and defenses to the claims in the Action. Plaintiffs served formal written discovery
10 including requests for production, special interrogatories, form interrogatories, and requests for
11 admission. The information for mediation obtained by Plaintiff included: (1) data concerning the class
12 (2) payroll data for the class; (3) a sampling of time records; (4) Defendant's wage and hour policies and
13 job descriptions; (5) the employment file for the Plaintiff; and, (6) samples of wage statements provided
14 by Defendant. As such, Class Counsel received the data and information for the Class, which was
15 sufficient for Plaintiff's expert to prepare the valuation of the claims for the Class.

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

22 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior
23 to mediation, the Parties engaged in the above investigation and the exchange of documents and
24 information in connection with the Action. On June 7, 2023, the Parties participated in an all-day
25 mediation presided over by Tripper Ortman, a respected and experienced mediator of wage and hour class
26 actions. Following the mediation, each side, represented by its respective counsel, were able to agree
27 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
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1 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.

2 At all times, the negotiations were arm's length and contentious.

3 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
4 kind associated with the claims alleged in the Actions and further deny that, for any purpose other than
5 settlement, the Actions are appropriate for class and/or representative treatment. Defendant contends,
6 among other things, that it has complied at all times with the California Labor Code, applicable Wage
7 Order, and all other laws and regulations. Further, Defendant contends that class certification is
8 inappropriate for any reason other than for settlement. Plaintiff contends that Defendant violated
9 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
10 certification on the basis that the claims meet the requisites for class certification. Without admitting that
11 class certification is proper, Defendant has stipulated that the above Class may be certified for settlement
12 purposes only. (Agreement at ¶ 2.7.) The Parties agree that certification for settlement purposes is not
13 an admission that class certification is proper. Further, the Agreement is not admissible in this or any
14 other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes
15 of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification
16 with respect to the Class are satisfied.

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

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2 7. History of Settlement Discussions

3 (a) This Settlement is the result of extensive and hard-fought litigation as well as negotiations
4 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
5 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiff and
6 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
7 Class Claims in accordance with this Settlement. Class Counsel are experienced and qualified to evaluate
8 the class claims, the viability of the defenses asserted, and the risks and benefits of trial and settlement,
9 and Class Counsel are experienced in wage and hour class actions, as Class Counsel has previously
10 litigated and certified similar claims against other employers.

11 (b) The Parties attended an arms-length mediation session with Tripper Ortman, a respected and
12 experienced mediator of wage and hour class actions, in order to reach this Settlement. In preparation
13 for the mediation, Defendant provided Class Counsel with necessary information for the members of the
14 Class, including time punch data, payroll data and information concerning the composition of the Class.
15 Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and prepared and
16 submitted a mediation brief and damage valuation to the Mediator. Following this all-day mediation, the
17 Parties agreed to this Settlement pursuant to a mediator's proposal.

18 (c) From June of 2023 to August of 2023, the settlement agreement and exhibits thereto were
19 finalized and executed, and then presented by motion to this Court for preliminary approval. On
20 November 13, 2023, the Court issued a ruling outlining certain issues to be addressed by the Parties. In
21 response to the ruling, the Parties amended the settlement agreement and presented the Agreement to the
22 Court for preliminary Approval. On November 21, 2023, the Court issued its Order granting preliminary
23 approved of the settlement as fair and reasonable to the Class.

24 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In
25 my judgment as experienced Class Counsel, this Settlement should be finally approved.
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1 8. The outcome of this case would have been uncertain and fraught with risks.

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

17 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
18 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
19 of any employees other than himself. At the time of the mediation, Defendant forcefully opposed the
20 propriety of class certification, arguing that individual issues precluded class certification. Further, as
21 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
22 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class
23 has been certified. While other cases have approved class certification in wage and hour claims, class
24 certification in this action was hotly disputed and the maintenance of a certified class through trial was
25 by no means a foregone conclusion.

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

14 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
15 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug and the Supplemental Declaration of
16 Kyle Nordrehaug in support of preliminary approval which discussed the value of the class claims in
17 detail, the Gross Settlement Amount compares favorably to the value of the claims. The calculations to
18 compensate for the amount due to the Class Members at the time this Settlement was negotiated were
19 calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. Class Counsel analyzed the
20 data for putative class members and determined the potential maximum damages for the class claims.
21 The maximum potential damages were calculated to be \$815,769 for the potential unpaid wages due to
22 alleged off-the-clock work, \$5,000 for the potential unpaid overtime, meal period premiums and sick pay
23 due to the miscalculation of the regular rate, \$107,821 for alleged rest period damages based upon a 9.5%
24 potential violation rate, \$31,295 for alleged unreimbursed business expenses for personal cell phone
25 usage at \$5 per month. Other than the alleged miscalculation of the regular rate, the meal break claim
26 for missed meal periods had nominal value because Defendant established that it paid more meal period
27 premiums than the number of violations apparent in the time records. As a result, the total damage
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1 valuation was calculated that Defendant was subject to a maximum damage claim in the amount of
2 \$959,884. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a
3 maximum of \$879,214 and potential wage statement penalties were \$532,000. Defendant vigorously
4 disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount
5 represents more than 59.5% of the potential maximum damages at issue for the Class in this case,
6 assuming these amounts could all be proven in full. The above maximum calculations should then be
7 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
8 liability on all claims. Given the amount of the Settlement as compared to the potential value of the
9 claims, the Settlement is most certainly fair and reasonable.

10 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
11 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
12 defenses both to liability and to class certification. Currently, the maximum and average class member
13 allocations are \$3,521.73 and \$1,029.46, respectively. Fowler Decl. at ¶16. Given the complexities of
14 this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
15 reasonable and adequate, and should be finally approved.

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

21
22 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

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

25 (a) Class Counsel successfully negotiated a class action settlement which provides for
26 a common fund settlement to be paid by Defendants to the Class in the amount of Five Hundred
27 Seventy-Five Thousand Dollars (\$575,000) (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22.)
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1 As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
2 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,
3 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
4 one-third of the Gross Settlement Amount.

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

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

15
16 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
17 Created for the Benefit of the Class

18 (a) As part of the settlement, the parties agreed to an award of attorneys' fees equal to
19 one-third of the Gross Settlement Amount of \$575,000 , which equals \$191,666 for attorneys' fees. As
20 part of the Agreement, Defendant also agreed that Class Counsel may seek a "Class Counsel Litigation
21 Expenses Payment of not more than \$20,000." (Agreement at ¶ 3.2(b).) Finally, Defendant also agreed
22 that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$12,500 as his
23 service award under the Agreement.

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

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

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

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

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

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

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

21 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
22 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
23 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$191,666
24 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
25 records for Class Counsel evidence that through March 8, 2024, Class Counsel's total lodestar is
26 \$153,100, with additional fees still to be incurred to complete final approval and the settlement process.
27 The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a
28

1 reasonable multiplier less than 1.3, and there will be additional lodestar incurred by Class Counsel to
2 complete the settlement process and manage the settlement distribution. Such a multiplier is below the
3 range of positive multipliers approved in cases such as *Laffitte* and *Vizcaino*.¹ As a result, this Court
4 may conclude that the requested award is fair and reasonable and is justified under California law.

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

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

23 ¹ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.03 to 2.13);
24 *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65 multiplier approved because of
25 substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions
26 reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple*
27 *Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In*
28 *re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of
2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming
multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S.
Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
2 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award
3 in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
4 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
5 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
6 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a
7 wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
8 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
9 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
10 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
11 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v.*
12 *Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS),
13 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
14 On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-
15 20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
16 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
17 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
18 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
19 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
20 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
21 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
22 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
23 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
24 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
25 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
26 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
27 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
28

1 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
2 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
3 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
4 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
5 class settlement.

6 12. The contemporaneous billing records for Class Counsel evidence that through March 6,
7 2024, **Class Counsel's total lodestar is \$153,100, with additional fees still to be incurred to complete**
8 **final approval and the settlement process.** The requested fee award is therefore currently equivalent
9 to Class Counsel's total lodestar with a reasonable multiplier less than 1.3, and there will be additional
10 lodestar incurred by Class Counsel to complete the settlement process and manage the settlement
11 distribution. From March 28, 2022 to March 8, 2024, my firm worked on this matter for over 221 hours,
12 with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my
13 firm in the amount of \$153,100. A detailed breakdown of the total fees and the services performed by
14 the firm on this case is attached hereto as Exhibits #3 and 4.² In addition, Class Counsel will be
15 performing significant additional work that is not included in this lodestar amount, including finalizing
16 the final approval motion, attending the hearing on final approval, and monitoring completion of the
17 settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm.
18 The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
19 community for similar work and, if this were a commercial matter, these are the charges that would be
20 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
21 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
22 Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's
23 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
24 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
25 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
26

27 ² My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to March 8, 2024

1 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
2 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
3 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
4 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
5 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
6 when compared within 21 other firms practicing in the Southern District of California.) This survey is
7 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
8 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
9 currently being prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton,
10 who is opposing counsel in many cases prosecuted by Class Counsel, charges rates as high as \$875 for
11 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
12 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
13 charged by Class Counsel for comparable work are less than these examples, and are therefore
14 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
15 the currently lodestar incurred with a very reasonable negative multiplier of 0.8 which will be even less
16 by the completion of the settlement. This is comparable to the multiplier approved in other cases. The
17 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

18 19 Litigation Expenses

20 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
21 Counsel Litigation Expenses Payment of not more than \$20,000.” Class Counsel requests reimbursement
22 for incurred litigation expenses and costs in the amount of \$20,000 based upon counsel’s billing records
23 which evidence total expenses of \$25,216.45. These litigation expenses include the expenses incurred
24 for filing fees, mediation expenses, expert fees (Berger Consulting Group), attorney service charges
25 (Knox, One Legal), and Lexis research charges, all of which are costs normally billed to and paid by the

1 client. The details of the litigation expenses incurred are set forth in Exhibits #3 and 4 hereto.³ These
2 costs were reasonably incurred in the prosecution of the Action.

3
4 Service Award

5 14. For his service as the class representative, Plaintiff should be awarded the agreed service
6 award of \$12,500, in accordance with the Agreement for his time, risk and effort expended on behalf of
7 the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have been no
8 objections to the requested service awards. The previously submitted Declaration of the Plaintiff in
9 support of this request is attached hereto as Exhibit #6. As the representative of the Class, Plaintiff
10 performed his duty to the Class admirably and without exception. Plaintiff worked extensively with Class
11 Counsel during the course of the litigation, responding to numerous requests, searching for documents,
12 working with counsel, and reviewing the settlement documentation. The Declaration of Plaintiff details
13 the involvement, stress and risks he undertook as a result of this Action. Plaintiff also assumed the
14 serious risk that he might possibly be liable for costs and fees to Defendant, as well as the reputational
15 risk of being “blacklisted” by other future employers for having filed a class action on behalf of fellow
16 former employees. Without the Plaintiff’s participation, cooperation and information, no other employees
17 would be receiving any benefit. The payment of service awards to successful class representatives is
18 appropriate and the amount of \$12,500 is well within the currently awarded range for similar settlements.
19 The requested award is also reasonable by reference to the amounts that other California courts have
20 found to be reasonable in wage and hour class action settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S.
21 Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D. Cal. 2018) (approving two service awards of
22 \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving
23 \$10,000 service award where class member recovery was \$375); *Bellinghausen v. Tractor Supply Co.*,
24 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000 award); *Ontiveros v. Zamora*, 303 F.R.D. 356,
25 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu

26
27 ³ My firm switched billing systems in June 2022, so Exhibit #3 contains the billing for inception to
28 June 2022, and Exhibit #4 contains the billing from June 2022 to March 8, 2024.

1 of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
2 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
3 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding
4 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D.
5 Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,
6 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
7 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
8 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
9 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
10 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
11 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
12 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
13 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
14 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
15 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
16 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
17 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
18 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
19 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
20 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
21 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan.
22 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500,
23 Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v.*
24 *AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
25 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
26 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
27 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
28

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

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

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

8 16. As a result, Class Counsel respectfully requests approval of the application for award of
9 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
10 expenses in the amount of \$20,000, and approval of the requested service award to the Plaintiff.

11 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
12 The Class Counsel Fees Payment will be made to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

13
14 I declare under penalty of perjury under the laws of the State of California that the foregoing is
15 true and correct. Executed this 8th day of March 2024 , at San Diego, California.

16
17 /s/ Norman Blumenthal
18 NORMAN B. BLUMENTHAL
19
20
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23
24

25 ⁴ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁵ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁶ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/)
28 [have-become-a-busines-necissity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-busines-necissity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

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

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

EXHIBIT #2

FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Donald Mathews (“Plaintiff”) and defendant Hansen & Adkins Auto Transport, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Actions” means the Plaintiff’s two lawsuits alleging wage and hour violations against Defendant captioned *Mathews v. Hansen & Adkins Auto Transport, Inc.*, Case No. CVRI2203075, initiated on July 21, 2022 and pending in Superior Court of the State of California, County of Riverside, and *Mathews v. Hansen & Adkins Auto Transport, Inc.*, Case No. CVRI2203224, initiated on August 3, 2022 and pending in the Superior Court of the State of California, County of Riverside.
- 1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who worked for Defendant in California who were classified as non-exempt at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously worked for Defendant in California who were classified as non-exempt at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s

possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

- 1.9. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. "Class Notice Packet" means the Class Notice, Request for Exclusion Form and Objection Form to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. "Class Period" means the period of time from July 21, 2018 to the earlier of Preliminary Approval or September 8, 2023.
- 1.14. "Class Representative" means the named Plaintiff in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representative.
- 1.15. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.
- 1.16. "Court" means the Superior Court of California, County of Riverside.
- 1.17. "Defendant" means Hansen & Adkins Auto Transport, Inc.
- 1.18. "Defense Counsel means Todd B. Scherwin, Shaun J. Voigt and Areen Babajanian of Fisher & Phillips LLP.
- 1.19. "Effective Date" means the date by when both of the following have occurred: (a)

the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

1.22. “Gross Settlement Amount” means Five Hundred Seventy-Five Thousand Dollars (\$575,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from May 30, 2023 to the earlier of Preliminary Approval or September 8, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s May 19, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Donald Mathews, the named plaintiff in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all class claims pled or could have been pled under state, federal or local law, whether statutory, common law or administrative law, based on the factual allegations contained in the Operative Complaint, including claims under the Business & Professions Code section 17200 et seq; the applicable Industrial Welfare Commission Wage Orders; claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; failure to pay sick wages; waiting time penalties; unfair competition; and, claims for violations of Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3,

233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1, 1198, which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

1.39. "Released PAGA Claims" means all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, including PAGA claims predicated on the following: violations of the applicable Industrial Welfare Commission Wage Orders; minimum wage violations; violations for failure to pay overtime wages; violations for unreimbursed expenses; rest period violations; meal period violations; violations for failure to keep proper records; itemized wage statement violations; violations for failure to pay sick wages; and violations for failure to pay waiting time penalties; and thereby violations of Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1, 1198. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1.40. "Released Parties" means: Defendant and Defendant's officers, directors, employees, and managing agents.

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

1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

2.1. On July 21, 2022, Plaintiff filed a complaint against Defendant in the Superior Court

of the State of California, County of Riverside (“Class Action”). Plaintiff’s complaint in the Class Action asserted claims under the Labor Code, including but not limited to sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1 and 1198, that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
- (i) Failed to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On August 3, 2022, Plaintiff filed a complaint against Defendant in the Superior Court of the State of California, County of Riverside (“PAGA Action”). Plaintiff’s complaint in the PAGA Action asserted a claim, citing to underlying Labor Code, including but not limited to sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1 and 1198, in that Defendant:

- (a) Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”).

2.3. On June 7, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Actions based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. On July 24, 2023, the Parties filed a stipulation to consolidate the Class Action and the PAGA Action (collectively referred to as the “Actions”) and file the First Amended Consolidated Class and Representative Action Complaint. On August 11, 2023, Plaintiff filed the First Amended Consolidated Class and Representative Action Complaint, which is referred to as the “Operative Complaint”.

- 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Actions of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$575,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the

motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$191,666, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$12,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$12,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 328 Class Members who collectively worked a total of 25,020 Workweeks, and 140 Aggrieved Employees who worked a total of 8,167 PAGA Pay Periods through June 7, 2023.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed

Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, State of California and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, under the Labor Code, including but not limited to sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1 and 1198, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, including underlying violations under the Labor Code, including but not limited to sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1 and 1198, (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

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

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

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

6.3. Release of PAGA Claims. The Plaintiff, the LWDA and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The release of the Released PAGA Claims will be given the full preclusive effect allowed by California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular, and in line with the understanding of *Arias*, because any Aggrieved Employee's action under PAGA functions as a substitute for an action by the government itself, a judgment is binding not only on the Plaintiff but also on government agencies and *any other Aggrieved Employee not a party to the proceeding*. Thus, nonparty employees *cannot* sue to recover additional *civil penalties* for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

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

7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendant shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations,

Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

8. SETTLEMENT ADMINISTRATION

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. In an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. The Request for Exclusion Form shall be included in the Notice Packet in the form attached hereto as Exhibit A
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

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

8.7. Objections to Settlement.

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

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

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

have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

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

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above through June 7, 2023. In the event the actual number of Workweeks increases by more than 10% above 25,020 (27,522), the Gross Settlement Amount shall increase proportionately by the percentage increase above 10%.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)

addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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

13. ADDITIONAL PROVISIONS

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

Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

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

To Defendant:

Todd B. Scherwin
Shaun J. Voigt
Areen Babajanian
Fisher & Phillips LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
Tel.: (213) 330-4500
Fax: (213) 330-4501
E-Mail: tscherwin@fisherphillips.com
svoigt@fisherphillips.com
ababajanian@fisherphillips.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties

further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 7, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 16, 2023



Donald Mathews (Nov 16, 2023 11:41 PST)

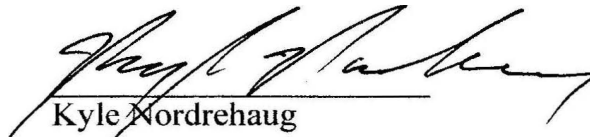
Plaintiff Donald Mathews

Dated: _____

[name]

For Defendant Hansen & Adkins Auto Transport, Inc.

Dated: 11/16/23



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Shaun J. Voigt
Fisher & Phillips LLP
Attorney for Defendant

further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on June 7, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

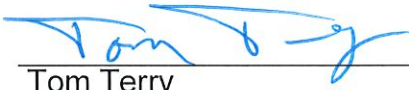
The Parties and their counsel hereby execute this Agreement.

Dated: Nov 16, 2023



Donald Mathews (Nov 16, 2023 11:41 PST)
Plaintiff Donald Mathews

Dated: 11/16/2023



Tom Terry [name]
For Defendant Hansen & Adkins Auto Transport, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/16/2023



Shaun J. Voigt
Fisher & Phillips LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVA; REQUEST FOR EXCLUSION FORM; OBJECTION FORM L]

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

Mathews v. Hansen & Adkins Auto Transport, Inc., Superior Court of the
State of California, County of Riverside, Case No. CVRI2203075

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.
Final Approval Hearing	The Court will hold a Final Approval Hearing at 8:30 a.m. on April 2, 2024 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendant will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class and PAGA action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Riverside (the "Court") has been reached between Plaintiff Donald Mathews ("Plaintiff") and Defendant Hansen & Adkins Auto Transport, Inc. ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who are or previously worked for Defendant in California who were classified as non-exempt at any time during the Class Period (“Class Members” or “Class”).

The “Class Period” is July 21, 2018 through September 8, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is the lawsuit about?

On July 21, 2022, Plaintiff initiated a class action against Defendant, entitled *Donald Mathews v. Hansen & Adkins Auto Transport, Inc.* Riverside Superior Court, Case No. CVRI2203075 (“Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to pay wages timely at termination, and failure to pay sick wages.

On August 3, 2022, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside, Case No. CVRI2203224 (“PAGA Action”). The PAGA Action asserted a single cause of action seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”).

On July 27, 2023, the Court issued an Order consolidating for all purposes the PAGA Action and the Class Action and granting leave to file an amended complaint. On August 11, 2023, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint which combined both the class claims and the PAGA claim against Defendant into a single action. The First Amended Consolidated Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for all wages under California law; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>> and determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also preliminarily approved

the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within fifteen (15) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Participating Class Members:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$12,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$191,666, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class and Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed \$12,500 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$15,000 to resolve the claim for civil penalties under PAGA, \$11,250 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$3,750 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is May 30, 2021 through September 8, 2023. “Aggrieved Employees” are all individuals who worked for Defendant in California who were classified as non-

exempt at any time during the PAGA Period. All Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). The Net Settlement Amount is estimated to be \$323,834. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records; however, Class Members may challenge the number of Workweeks as explained below. A Class Member who worked only one Workweek is estimated to recover approximately \$12.94 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (268 weeks) could recover as much as \$3,467.92 minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$987.29. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Aggrieved Employees: The Individual PAGA Payment for each Aggrieved Employee will be calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant’s records, however, Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members and Aggrieved Employees. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are

unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all class claims pled or could have been pled under state, federal or local law, whether statutory, common law or administrative law, based on the factual allegations contained in the Operative Complaint, including claims under the Business & Professions Code section 17200 et seq; the applicable Industrial Welfare Commission Wage Orders; claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; failure to pay sick wages; waiting time penalties; unfair competition; and, claims for violations of Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1, 1198, which occurred during the Class Period. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff that occurred during the PAGA Period as to the Aggrieved Employees, including PAGA claims predicated on the following: violations of the applicable Industrial Welfare Commission Wage Orders; minimum wage violations; violations for failure to pay overtime wages; violations for unreimbursed expenses; rest period violations; meal period violations; violations for failure to keep proper records; itemized wage statement violations;

violations for failure to pay sick wages; and violations for failure to pay waiting time penalties; and thereby violations of Labor Code sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802, 1194, 1197, 1197.1, 1198. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. This release will be given the full preclusive effect allowed by California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular, and in line with the understanding of *Arias*, because any Aggrieved Employee's action under PAGA functions as a substitute for an action by the government itself, a judgment is binding not only on the Plaintiff but also on government agencies and *any other Aggrieved Employee not a party to the proceeding*. Thus, nonparty employees *cannot* sue to recover additional *civil penalties* for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

Released Parties. The Released Parties are: Defendant and Defendant's officers, directors, employees, and managing agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant's records reflect that you have <<____>> Workweeks during the Class Period (July 21, 2018 through September 8, 2023). **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant's records reflect that you have <<____>> PAGA Pay Periods during the PAGA Period (May 30, 2021 through September 8, 2023). **Based on this information, your estimated Individual PAGA Payment is <<____>>**.

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on April 2, 2024 at 8:30 a.m. to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If

there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement ((800) [REDACTED]). For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Mathews v. Hansen & Adkins Auto Transport* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Mathews v. Hansen & Adkins Auto Transport*, Case No. CVRI2203075. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Mathews v. Hansen & Adkins Auto Transport*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2203075. An Objection form is included with this Class Notice.

All written objections must be mailed to the Administrator at _____ no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely: <https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Todd B. Scherwin
Shaun J. Voigt
Areen Babajanian
Fisher & Phillips LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 8:30 a.m. on April 2, 2024, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service award to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend the Final Approval Hearing**, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write *Mathews v. Hansen & Adkins Auto Transport* Administrator, c/o _____; or contact Class Counsel.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Mathews v. Hansen & Adkins Auto Transport*. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomml.riverside.courts.ca.gov/>) and entering the Case No. CVRI2203075. The Settlement Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on October 19, 2023.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. The Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Mathews v. Hansen & Adkins Auto Transport, Inc., Case No. CVRI2203075
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before _____, to the Administrator at the following address:

Mathews v. Hansen & Adkins Auto Transport, Inc.
c/o ILYM GROUP
P.O. Box 2031
Tustin, CA 92781

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to **OPT-OUT** of the Class in the lawsuit entitled *Mathews v. Hansen & Adkins Auto Transport*, Superior Court of the State of California, County of Riverside, Case No. CVRI2203075. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Hansen & Adkins Auto Transport:

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DONALD MATHEWS, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

HANSEN & ADKINS AUTO TRANSPORT,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **CVRI2203075**
[Consolidated with CVRI2203224]

OBJECTION FORM

Hearing Date: April 2, 2024
Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp
Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Mathews v. Hansen & Adkins Auto Transport, Inc.* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____:

Mathews v. Hansen & Adkins Auto Transport Administrator
c/o ILYM Group
P.O. Box 2031
Tustin, CA 92781

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Firmsite: www.bamlawca.com

11 Attorneys for Plaintiff

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF RIVERSIDE

14
15 DONALD MATHEWS, an individual, on
16 behalf of himself and on behalf of all persons
17 similarly situated,

18 Plaintiffs,

19 v.

20 HANSEN & ADKINS AUTO TRANSPORT,
21 INC., a California Corporation; and DOES 1
22 through 50, inclusive,

23 Defendants.

CASE NO.: **CVRI2203075**
[Consolidated with CVRI2203224]

**[REVISED PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: November 14, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Action Filed:

Trial Date: Not set

1 This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
2 the Superior Court of the State of California, in and for the County Riverside, on November 14,
3 2023, for the motion by Plaintiff Donald Mathews (“Plaintiff”) for preliminary approval of the
4 Class and PAGA Settlement with Defendant Hansen & Adkins Auto Transport, Inc.
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
7 Preliminary Approval of Class Action and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement
10 Agreement (“Agreement”) submitted as Exhibit #1 to Declaration of Kyle Nordrehaug in Support
11 of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement, with the
12 following revisions which have been agreed to by the Parties:

13 (a) Paragraph 1.40 of the Agreement is revised to provide that “Released
14 Parties” means: Defendant and Defendant’s officers, directors, employees and managing agents.

15 (b) Paragraph 6.3 of the Agreement is revised to provide that the “Release of
16 PAGA Claims” shall apply to the “Plaintiff, the LWDA and the State of California”, removing the
17 Aggrieved Employees from paragraph 6.3, and will be given the full preclusive effect allowed by
18 California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular,
19 and in line with the understanding of *Arias*, because any Aggrieved Employee's action under
20 PAGA functions as a substitute for an action by the government itself, a judgment is binding not
21 only on the Plaintiff but also on government agencies and *any other Aggrieved Employee not a*
22 *party to the proceeding*. Thus, nonparty employees *cannot* sue to recover additional *civil*
23 *penalties* for the same Labor Code violations released (but may sue for damages or other remedies
24 for the same violations).

25 This preliminary approval is based on the Court’s determination that the Settlement set forth in the
26 Agreement is within the range of possible final approval, pursuant to the provisions of Section 382
27 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3 3. The Gross Settlement Amount is Five Hundred Seventy-Five Thousand Dollars
4 (\$575,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
5 are fair, adequate and reasonable as to all potential Class Members, when balanced against the
6 probable outcome of further litigation and the significant risks relating to certification, liability and
7 damages issues. It further appears that investigation and research have been conducted such that
8 counsel for the Parties are able to reasonably evaluate their respective positions and that settlement
9 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and
10 risks that would be presented by the further prosecution of the Action. The Settlement appears to
11 have been reached as the result of serious and non-collusive, arms-length negotiations. The Court
12 therefore preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced
13 against the probable outcome of further litigation and the significant risks relating to certification,
14 liability, and damages issues.

15 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
16 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
17 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
18 \$12,500. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
19 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
20 supporting these requests, including lodestar, prior to final approval.

21 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
22 certification of a class for settlement purposes only. This stipulation will not be deemed
23 admissible in this or any other proceeding should this Settlement not become final. For settlement
24 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
25 previously worked for Defendant in California who were classified as non-exempt at any time
26 during the Class Period." The Class Period is July 21, 2018 through September 8, 2023.

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

11 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
12 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
13 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

14 8. The Court hereby approves, as to form and content, the Court Approved Notice of
15 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
16 the Objection Form and Request for Exclusion Form, included as Exhibit A to the Agreement, and
17 attached to this Order as Exhibit #1. The blanks for dates in these documents shall be filled in by
18 the Administrator before mailing. The Court finds that the Class Notice appears to fully and
19 accurately inform the Class Members of all material elements of the proposed Settlement, of the
20 Class Members’ right to be excluded from the Class by submitting a written opt-out request, and
21 of each member’s right and opportunity to object to the Settlement. The Court further finds that
22 the distribution of the Class Notice substantially in the manner and form set forth in the
23 Agreement and this Order meets the requirements of due process, is the best notice practicable
24 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
25 thereto. The Court orders the mailing of the Class Notice Packet by first class mail pursuant to the
26 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
27 address, the Administrator will promptly search for a more current address and re-mail the Notice
28

1 Packet no later than seven days after the receipt of the undelivered Class Notice Packet. The
2 Administrator shall provide a declaration detailing the notice process and authenticating a copy of
3 every exclusion form received by the Administrator. Class Counsel shall file this declaration of
4 the Administrator concurrently with the filing of any motion for final approval.

5 9. The Court hereby appoints ILYM Group as Administrator. No later than fifteen
6 (15) calendar days after preliminary approval of the Settlement by the Court, Defendant shall
7 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
8 will perform address updates and verifications as necessary prior to the mailing of the Class
9 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
10 receiving the Class information spreadsheet, the Administrator will mail the Class Notice to all
11 Class Members via first-class U.S. Mail.

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

25 11. Any Class Member who has not opted out may appear at the final approval hearing
26 and may object or express the Member's views regarding the Settlement and may present evidence
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and
28

1 determined by the Court as provided in the Notice. Class Members will have until the Response
2 Deadline to submit their written objections to the Administrator in accordance with the
3 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline
4 for written objections will be extended an additional 14 days. In its Declaration, the Administrator
5 shall include and authenticate any objections received by the Administrator. Alternatively, Class
6 Members may appear at the Final Approval Hearing to make an oral objection.

7 12. A Final Approval Hearing shall be held before this Court on April 2, 2024 at 8:30
8 a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County Superior Court
9 located at 4050 Main Street, Riverside, California, to determine all necessary matters concerning
10 the Settlement, including: whether the proposed settlement of the Action on the terms and
11 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
12 approved by the Court; whether the Final Approval Order and Judgment should be entered herein;
13 whether the plan of allocation contained in the Agreement should be approved as fair, adequate
14 and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service
15 award, and the expenses of the Administrator. All papers in support of the motion for final
16 approval and the motion for attorneys' fees, costs and service awards shall be filed with the Court
17 and served on all counsel no later than sixteen (16) court days before the Final Approval Hearing
18 and both motions shall be heard at the Final Approval Hearing. Class Counsel shall provide
19 service of these motions on any objecting party and notice to any objecting party of any
20 continuance of the hearing on the motion for final approval.

21 13. Neither the Settlement nor any exhibit, document, or instrument delivered
22 thereunder shall be construed as a concession or admission by Defendant in any way that the
23 claims asserted have any merit or that this Action was properly brought as a class or representative
24 action, and shall not be used as evidence of, or used against Defendant as, an admission or
25 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
26 omission by Defendant or with respect to the truth of any allegation asserted by any person.
27 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,

1 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
2 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
3 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
4 evidence of a presumption, concession, indication or admission by Defendant of any liability,
5 fault, wrongdoing, omission, concession or damage.

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

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

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

22 **IT IS SO ORDERED.**

23
24 Dated: _____

HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DONALD MATHEWS, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

v.

HANSEN & ADKINS AUTO TRANSPORT,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CVRI2203075
[Consolidated with CVRI2203224]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed:
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Donald Mathews (“Plaintiff”) for an order finally approving the
2 Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Hansen & Adkins
3 Auto Transport, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the fees and
4 expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Harold Hopp.

6
7 **I.**

8 **FINDINGS**

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

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of \$575,000 and the terms set
17 forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

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

1 **Notice to the Class**

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

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

22 **Fairness Of Settlement**

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

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

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

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

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

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

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

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

18 **Attorneys' Fees and Costs**

19 11. An award of \$191,666 for attorneys' fees, representing one-third (1/3) of the Gross
20 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in
21 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
22 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
28

1 of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
2 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
3 release.

4 **Administration Expenses Payment**

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

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties payment out of the Gross
14 Settlement Amount of \$15,000, which shall be allocated \$11,250 to the LWDA as the LWDA's
15 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$3,750 to be
16 distributed to the Aggrieved Employees based on their respective PAGA Pay Periods worked
17 during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable. All
18 Aggrieved Employees will be sent their Individual PAGA Payment and will be subject to the
19 release of the Released PAGA Claims as set forth below, whether or not they opt out of the
20 Settlement. The LWDA was provided notice of the Agreement and these settlement terms and has
21 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

22
23 **II.**

24 **ORDERS**

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

26 1. The certification of the Class for the purposes of settlement is confirmed. The
27 Class is defined as follows:

1 All individuals who are or previously worked for Defendant in California who were
2 classified as non-exempt at any time during the Class Period (July 21, 2018 through
September 8, 2023).

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

6 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
8 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
9 Agreement, by transmitting the funds to the Administrator no later than 15 days after the Effective
10 Date as provided by the Agreement.

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

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

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

18 7. The PAGA Penalties payment of \$15,000 is approved and shall be allocated in
19 accordance with the Agreement.

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

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

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

19
20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

21 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
22 Plaintiff, Class Members, and Aggrieved Employees, shall take nothing in the Action.

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

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

3 4. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, all Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
7 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
8 class claims pled or could have been pled under state, federal or local law, whether statutory,
9 common law or administrative law, based on the factual allegations contained in the Operative
10 Complaint, including claims under the Business & Professions Code section 17200 et seq; the
11 applicable Industrial Welfare Commission Wage Orders; claims for minimum wage violations;
12 failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period
13 violations; failure to keep proper records; itemized wage statement violations; failure to pay sick
14 wages; waiting time penalties; unfair competition; and, claims for violations of Labor Code
15 sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802,
16 1194, 1197, 1197.1, 1198, which occurred during the Class Period. Except as expressly set forth in
17 this Agreement, Participating Class Members do not release any other claims, including claims for
18 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or claims based on
20 facts occurring outside the Class Period.

21 5. Effective on the date when Defendant fully funds the entire Gross Settlement
22 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
23 Payments, the Plaintiff, the LWDA and the State of California are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys, heirs,
25 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
26 The "Released PAGA Claims" are all PAGA claims pled or could have been pled based on the
27 factual allegations contained in the Operative Complaint and PAGA letters sent by Plaintiff that
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1 occurred during the PAGA Period as to the Aggrieved Employees, including PAGA claims
2 predicated on the following: violations of the applicable Industrial Welfare Commission Wage
3 Orders; minimum wage violations; violations for failure to pay overtime wages; violations for
4 unreimbursed expenses; rest period violations; meal period violations; violations for failure to
5 keep proper records; itemized wage statement violations; violations for failure to pay sick wages;
6 and violations for failure to pay waiting time penalties; and thereby violations of Labor Code
7 sections 201-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 2800, 2802,
8 1194, 1197, 1197.1, 1198. The Released PAGA Claims do not include other PAGA claims,
9 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
10 insurance, disability and worker's compensation, and claims outside of the PAGA Period. The
11 release of the Released PAGA Claims will be given the full preclusive effect allowed by
12 California law in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). In particular,
13 and in line with the understanding of *Arias*, because any Aggrieved Employee's action under
14 PAGA functions as a substitute for an action by the government itself, a judgment is binding not
15 only on the Plaintiff but also on government agencies and *any other Aggrieved Employee not a*
16 *party to the proceeding*. Thus, nonparty employees *cannot* sue to recover additional *civil*
17 *penalties* for the same Labor Code violations released (but may sue for damages or other remedies
18 for the same violations).

19 6. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
20 directors, employees, and managing agents.

21 7. Effective on the date when Defendant fully funds the entire Gross Settlement
22 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
23 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
24 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
25 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
26 forth fully in the Agreement ("Plaintiff's Release").

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

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Dated: _____

HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #3

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

MARCH 7, 2024

DONALD MATHEWS

RE: HANSEN & ADKINS AUTO TRANSPORT
FILE NUMBER: CA2640.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/26/22	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CONFERENCE WITH PLAINTIFF TO DISCUSS. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA	3.90	850	3,315.00
03/28/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.40	325	780.00
03/31/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE ND	2.40	325	780.00
04/03/22	ND	REVIEW DOCUMENTS AND EMAILS REGARDING PLAINTIFF'S WORKPLACE RETALIATION AND DISCRIMINATION CLAIMS. ANALYZE ALL OFF THE CLOCK TASKS. LEGAL RESEARCH REGARDING THE SAME. REVIEW RECENT COURT OPINIONS.	3.90	850	3,315.00
04/22/22	ND	ANALZYE ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALZYE AND REVIEW ALL PAY STUBS FOR 226(A) VIOLATIONS AND OVERTIME CLAIMS. LEGAL RESEARCH REGARDING THE SAME. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	4.50	850	3,825.00
05/02/22	ND	DRAFT COMPLAINT. ANALZYE FACTS AND LAW. DISCUSS WITH S. BLUMENTHAL.	4.60	850	3,910.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/18/22	SB	DRAFT COMPLAINT	2.40	325	780.00
05/23/22	SB	REVISE COMPLAINT IN LIGHT OF CONVERSATION WITH CLIENT, ADVISE ND	2.80	325	910.00
05/24/22	ND	REVIEW AND REVISE COMPLAINT. DISCUSS WITH S. BLUMENTHAL. DISCUSS WITH PLAINTIFF.	3.50	850	2,975.00
05/25/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	325	910.00
05/25/22	ND	REVIEW, ANALYZE, AND REVISE CASE NOTES. REVIEW AND REVISE PAGA NOTICE. UPLOAD TO LWDA.	2.90	850	2,465.00
06/10/22	ND	REVIEW PAY STUBS FOR SICK PAY AND LATE PAYMENT OF WAGE CLAIMS UNDER CAL. LAB. CODE SECTIONS 246 AND 204. CALL WITH PLAINTIFF TO DISCUSS. LEGAL RESEARCH REGARDING PREVIOUS SETTLEMENTS FOR SIMILAR CLAIMS AND RECENT COURT OPINIONS REGARDING THE SAME.	3.10	850	2,635.00
<u>TOTAL BILLED HOURS</u>					
NICK DEBLOUW		26.40 hr @ 850.00	\$	22,440.00	
SCOTT BLUMENTHAL		12.80 hr @ 325.00	\$	4,160.00	
TOTAL PROFESSIONAL SERVICES			39.20		\$ 26,600.00
COSTS ADVANCED					
05/19/22		PAGA FILING FEE			75.00
TOTAL COSTS ADVANCED					\$ 75.00
TOTAL CURRENT CHARGES					\$ 26,675.00

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/08/2024
Due On: 04/07/2024

Donald Mathews
23984 Suncrest Avenue
Moreno Valley, CA 92553

CA2640

Hansen & Adkins Auto Transport

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/28/2022	Review complaint for filing, analyze, advise ND	2.60	\$325.00	\$845.00
Service	07/11/2022	Revise complaint for filing, advise ND	2.80	\$325.00	\$910.00
Service	07/19/2022	Review case notes/damage analysis	0.50	\$475.00	\$237.50
Service	07/19/2022	Review & analyze employment file documents/1198.5 response	3.00	\$475.00	\$1,425.00
Service	07/20/2022	Review & edit class action complaint draft; finalize for next day filing	2.50	\$475.00	\$1,187.50
Service	07/21/2022	Draft summons, civil case cover sheet & certificate of counsel re class action	0.60	\$475.00	\$285.00
Service	07/21/2022	Review & finalize class action complaint package; file in Riverside Sup. Ct.	0.70	\$475.00	\$332.50
Service	07/25/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class case	0.50	\$475.00	\$237.50
Service	07/26/2022	Draft and file peremptory challenge	0.70	\$475.00	\$332.50
Service	07/27/2022	Review 170.6 order; review docket re case reassignment, advise firm of new CMC date and judicial assignment	0.40	\$475.00	\$190.00

Service	08/02/2022	Draft PAGA only representative action complaint	4.50	\$475.00	\$2,137.50
Service	08/02/2022	Review and analyze PAGA Notice. Review CA sec. of state. website. Analyze LWDA website for related litigation. Review and revise PAGA Only complaint. Legal research 2802 and rest break claims. Discuss with R. Ehmann. Status update to Plaintiff.	3.40	\$850.00	\$2,890.00
Service	08/03/2022	Revise PAGA only complaint; finalize for same day filing	0.60	\$475.00	\$285.00
Service	08/03/2022	Draft summons, civil case cover sheet & certificate of counsel re paga action	0.50	\$475.00	\$237.50
Service	08/03/2022	Review & finalize paga action complaint draft package; file in Riverside Sup. Ct.	0.60	\$475.00	\$285.00
Service	08/03/2022	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$475.00	\$237.50
Service	08/03/2022	Provide notice to LWDA of PAGA action filing	0.40	\$475.00	\$190.00
Service	08/03/2022	Draft & file 170.6 peremptory challenge re paga action	0.70	\$475.00	\$332.50
Service	08/29/2022	Review case documents and complaint; review and analyze legal and factual issues.	1.50	\$550.00	\$825.00
Service	08/29/2022	Research CMO, status of case and claims, and status of discovery	0.50	\$475.00	\$237.50
Service	08/29/2022	Review case notes and claims, review and revise set 1 SP Rogs, BW notice, eval complaint	1.00	\$475.00	\$475.00
Service	09/09/2022	Research Order, CRC 3.110, evaluate status of case and claims,	1.00	\$475.00	\$475.00
Service	09/09/2022	Draft CMC St., prepare POS, filed	1.00	\$475.00	\$475.00
Service	09/12/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.70	\$475.00	\$332.50
Service	09/12/2022	Analyze case status in PAGA action, review prior orders, evaluate status of service of complaint, analyze complaint, and review case notes in preparation for filing CMC St.	1.00	\$475.00	\$475.00
Service	09/13/2022	File Proof of Service of Summons re class action; memo to firm re post-service written discovery	0.50	\$475.00	\$237.50
Service	09/14/2022	Research case and claims, draft Req to Continue CMC St. sent to PL	1.25	\$475.00	\$593.75
Service	09/15/2022	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via Knox	0.80	\$475.00	\$380.00

Service	09/16/2022	File and serve Req. to Continue CMC	0.50	\$250.00	\$125.00
Service	09/16/2022	File Proof of Service of Summons re paga action; memo to firm re post service written discovery	0.50	\$475.00	\$237.50
Service	10/21/2022	Draft: draft interrogatory and belaire notice; review court's orders; review status of discovery; review correspondence between parties; draft correspondence to def; advise PM	2.30	\$495.00	\$1,138.50
Service	10/25/2022	telephone conference with Def; review case status and case notes; review complaint and status of discovery; advise PM	3.00	\$495.00	\$1,485.00
Service	11/09/2022	Draft: draft joint statement; review court's orders and local rules; review complaint and discovery; review correspondence between parties	3.00	\$495.00	\$1,485.00
Service	11/09/2022	Research case status and claims, prior orders in preparation for drafting Joint Report, confer with VR re same	1.00	\$475.00	\$475.00
Service	11/11/2022	Review and Analyze: review Defendant's correspondence and revisions to CMC statement; advise PM re mediation; review complaint and court's docket	1.00	\$495.00	\$495.00
Service	11/16/2022	Review and Revise: review and revise joint CMC statement; finalize; correspondence to def	0.60	\$495.00	\$297.00
Service	11/17/2022	review CMC statement and correspondence between parties; advise PM	0.50	\$495.00	\$247.50
Service	11/23/2022	Research deadlines and review docket/ ROA re CMC and memorialize to firm	0.50	\$475.00	\$237.50
Service	12/05/2022	Prep for and appear at CMC - class case -, continued	0.50	\$475.00	\$237.50
Service	12/05/2022	Prep for and appear at CMC - PAGA case -, continued	0.50	\$475.00	\$237.50
Service	12/14/2022	Draft: draft mediation data request; review documents; review status of discovery; review correspondence between parties	1.20	\$495.00	\$594.00
Service	12/15/2022	Review and Analyze: review and analyze plaintiff's docs; advise AJB	1.20	\$495.00	\$594.00
Service	12/16/2022	telephone conference with Plaintiff; review law re interstate transportation and preemption; review case file and complaint; update case notes; advise PM and AJB	3.00	\$495.00	\$1,485.00
Service	12/27/2022	Draft: draft joint CMC statement for class action and for PAGA action; correspondence to Def; review case notes and complaint; review court's orders and docket	2.80	\$495.00	\$1,386.00
Service	01/04/2023	Review and Analyze: review and analyze court's orders and docket; review CMC statements; review	0.50	\$495.00	\$247.50

		correspondence with defendant			
Service	01/11/2023	court appearance at CMC; prep; follow up	1.80	\$495.00	\$891.00
Service	04/03/2023	Status update to Plaintiff. Legal research regarding 2802 and suitable seating claims. Analyze facts and law.	2.30	\$850.00	\$1,955.00
Service	05/15/2023	Review discovery to date. Analyze court docket. Review data produced for mediation purposes. Analyze wage and hour policy documents. Status update to client. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	05/18/2023	Review and analyze pay stubs exemplars for 226(a) violations. Legal research recent opinions. Call with Plaintiff to discuss background facts for mediation brief and obtain settlement authority.	3.20	\$850.00	\$2,720.00
Service	05/23/2023	Review case file and defendant documents for purposes of annotating in preparation for mediation	2.00	\$550.00	\$1,100.00
Service	05/23/2023	Continue review of case file and defendant documents for purposes of annotating in preparation for mediation, annotate case worksheet re same	1.00	\$550.00	\$550.00
Service	05/23/2023	Review facts and law. Draft mediation brief.	6.50	\$850.00	\$5,525.00
Service	05/24/2023	Evaluate complaint, case file, review documents produced to date, followed up with OPC re same	1.50	\$550.00	\$825.00
Service	05/26/2023	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation. Status update to Plaintiff. Review and revise mediation brief. Compile exhibits.	5.50	\$850.00	\$4,675.00
Service	05/30/2023	Review documents produced to date for mediation, correspond with OPC re same	1.00	\$475.00	\$475.00
Service	05/30/2023	Review and evaluate exhibit book for relevant policies, evaluate exhibits for purposes of determining outstanding docs needed for mediation	1.00	\$475.00	\$475.00
Service	05/31/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	06/02/2023	Review and Analyze: review documents produced by Def for mediation; advise CJ and PM	1.00	\$495.00	\$495.00
Service	06/02/2023	Review docs, and worksheet for mediation, corresp with OPC re same, eval what is produced to date	1.00	\$475.00	\$475.00
Service	06/05/2023	Review med brief, analyze, advise AJ.	1.50	\$995.00	\$1,492.50
Service	06/05/2023	Review and analyze expert damage and penalty report. Review all mediation materials. Prepare for mediation.	2.50	\$850.00	\$2,125.00
Service	06/07/2023	Analyze settlement issues re approval. Advise AJ.	2.50	\$995.00	\$2,487.50

Service	06/07/2023	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
Service	06/07/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	06/07/2023	Review mediation brief and Def. documents.	1.00	\$750.00	\$750.00
Service	06/07/2023	Review mediation notes. Discuss with Partner. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms.	1.30	\$850.00	\$1,105.00
Service	06/20/2023	Draft Long Form Settlement Agreement.	4.00	\$750.00	\$3,000.00
Service	06/21/2023	Draft Joint CMC Report; review complaint and strategize re amended complaint.	1.00	\$750.00	\$750.00
Service	06/21/2023	Review and Analyze: review complaint and court's orders; review docket; review CMC statement; advise PM	1.10	\$750.00	\$825.00
Service	06/22/2023	Finalize, file and serve amended complaint	0.40	\$250.00	\$100.00
Service	06/22/2023	Finalize, file and serve Joint CMC Statement in class action.	0.73	\$250.00	\$182.15
Service	06/22/2023	Review and revise and finalize Joint CMC Report. Review status of settlement agreement and review docket re upcoming case management dates and issues.	1.00	\$750.00	\$750.00
Service	07/06/2023	In preparation for the CMC< evaluate docket, review prior orders re CMC, communicate update to firm	0.50	\$550.00	\$275.00
Service	07/07/2023	Draft amended complaint; draft stipulation for leave to file amended complaint; review legal and factual allegations regarding any additional revisions needed.	3.00	\$750.00	\$2,250.00
Service	07/11/2023	Review status of settlement agreement; follow up with KN re the same; review upcoming tasks to finalize settlement agreement; correspond with TPA regarding settlement administration quote.	0.50	\$750.00	\$375.00
Service	07/24/2023	Review correspondences; review status of action, amended complaint stipulation, and settlement agreement; correspond with Def. re the same.	0.50	\$750.00	\$375.00
Service	08/01/2023	Review Defendant's revisions to the Agreement; analysis of next steps and further revisions to the Agreement to comply with Riverside requirements; emails with PM	1.00	\$950.00	\$950.00
Service	08/01/2023	Review status of action and status of stipulation to consolidate; review Def. revisions to settlement agreement and draft memo to KN re the same.	1.75	\$750.00	\$1,312.50
Service	08/11/2023	Review Defendant's revisions and PM memo; review prior Riverside agreements and prepare comparison; review and revise draft agreement and prepare redlines; crosscheck with Riverside guidelines to insure	3.50	\$950.00	\$3,325.00

		compliance; email Defendant with memo to explain; emails with staff re status of FAC			
Service	08/21/2023	Review correspondences with Def.; review status of settlement agreement; advise team re status of settlement agreement.	0.30	\$750.00	\$225.00
Service	08/22/2023	Draft exhibits to Agreement; email to Def; correct final agreement and send to the Def	4.25	\$950.00	\$4,037.50
Service	08/23/2023	Prepare final agreement and final exhibits; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	08/24/2023	Review settlement agreement terms for conformity with MOU, Send to Plaintiff for signature. Call to obtain signature.	1.30	\$850.00	\$1,105.00
Service	08/25/2023	Review signed document and emails; prepared signed agreement; email Def	0.50	\$950.00	\$475.00
Service	08/28/2023	Review emails regarding revisions to exhibits and settlement agreement; review status of settlement agreement finalization.	0.30	\$750.00	\$225.00
Service	09/01/2023	Review and Analyze: review court's orders and FAC; review status of FAC filing; review correspondence between parties; advise PM	0.60	\$750.00	\$450.00
Service	09/06/2023	Review docket re upcoming CMC; review CMC statement.	0.50	\$750.00	\$375.00
Service	09/07/2023	Download and review order to continue CMC; circulate internally and circulate to defense; review calendar and upcoming dates and deadlines.	0.50	\$750.00	\$375.00
Service	09/20/2023	Review and revise stipulation to continue preliminary approval hearing.	0.50	\$750.00	\$375.00
Service	09/20/2023	Draft stipulation to continue preliminary approval hearing.	0.80	\$250.00	\$200.00
Service	10/16/2023	Review file; draft declaration of Donald Matthews in support of approval motion/class rep service payment request; email to client re draft declaration	2.75	\$675.00	\$1,856.25
Service	10/17/2023	Draft motion for preliminary approval; research issues; email Def	4.50	\$950.00	\$4,275.00
Service	10/19/2023	Draft declaration ISO motion for prelim; review requirements and insert cites; email Admin and review Admin declaration; review Defendant's declaration; respond.	5.00	\$950.00	\$4,750.00
Service	10/19/2023	Review and revise motion for Prelim; prepare motion for final; update tables; file and serve motion; serve LWDA; email Def	2.75	\$950.00	\$2,612.50
Service	11/03/2023	Review Motion for Preliminary Approval; review docket	0.50	\$750.00	\$375.00

		and review upcoming deadlines.			
Service	11/14/2023	Court appearance - motion for preliminary approval; prepare for hearing; review tentative; review documents.	1.60	\$950.00	\$1,520.00
Service	11/15/2023	Review issues to be address in revised documents; revise and redline proposed order; revise and redline class notice; email Defendant.	1.50	\$950.00	\$1,425.00
Service	11/16/2023	Emails with Def; work on revised proposed order; update proposed order and class notice; revise settlement agreement; research Arias; email revised agreement to Defendant; revised proposed Judgment	2.00	\$950.00	\$1,900.00
Service	11/16/2023	Prepare final revised agreement; revise Exhibit C; email Def; memo to staff	0.50	\$950.00	\$475.00
Service	11/22/2023	Review docket and download signed order; prepare documents for the Administrator; emails with Def; memo to Admin	1.00	\$950.00	\$950.00
Service	11/28/2023	Review formatted notice documents; respond to the Admin; memo to staff	0.50	\$950.00	\$475.00
Service	12/11/2023	Review status and emails; review Admin email and calculations; update approval chart; email Admin	0.50	\$950.00	\$475.00
Service	01/16/2024	Review and respond to class member inquiries.	0.80	\$850.00	\$680.00
Service	02/05/2024	Review and respond to class member inquiries.	0.70	\$850.00	\$595.00
Service	02/27/2024	Review issues re costs billing; respond to emails	0.30	\$950.00	\$285.00
Service	02/27/2024	Review status and Admin report; review and revise Admi decl; doublecheck figures; email admin with redline revisions	0.50	\$950.00	\$475.00
Service	02/27/2024	Draft final approval motion and notice of motion; review preliminary approval order and long-form settlement agreement; review and analyze litigation costs.	3.50	\$750.00	\$2,625.00
Service	02/28/2024	Review and revise motion; legal research additional cites and insert into memorandum; revise and redline proposed order; email to Def; memo to PM	2.50	\$950.00	\$2,375.00
Service	03/04/2024	Review revisions to final approval motion; draft declaration in support of final approval motion.	1.00	\$750.00	\$750.00
Service	03/05/2024	Draft NBB declaration in support of final approval motion; review revisions to final approval motion; review and revise final approval motion.	3.00	\$750.00	\$2,250.00
Service	03/08/2024	Review and revise motion for final approval; prepare motion for filing; file and serve motion.	2.00	\$950.00	\$1,900.00
Services Subtotal				\$126,550.15	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/25/2022	Onelegal/Filing Fee	1.00	\$1,509.56	\$1,509.56
Expense	07/27/2022	Onelegal/Filing Fee	1.00	\$41.69	\$41.69
Expense	07/27/2022	Onelegal/Filing Fee	1.00	\$16.78	\$16.78
Expense	08/03/2022	Onelegal/Filing Fee	1.00	\$1,509.56	\$1,509.56
Expense	08/04/2022	Onelegal/Filing Fee	1.00	\$16.78	\$16.78
Expense	08/10/2022	Onelegal/Filing Fee	1.00	\$41.69	\$41.69
Expense	09/13/2022	One Legal Filing Fee	1.00	\$18.84	\$18.84
Expense	09/13/2022	One Legal Filing Fee	1.00	\$14.93	\$14.93
Expense	09/14/2022	Onelegal Fee/Filing Fee	1.00	\$16.78	\$16.78
Expense	09/15/2022	Onelegal/Filing Fee	1.00	\$82.62	\$82.62
Expense	09/19/2022	One Legal Filing Fee	1.00	\$16.78	\$16.78
Expense	09/20/2022	Onelegal/Court Filing Fee	1.00	\$82.62	\$82.62
Expense	09/30/2022	KNOX - Messenger and Filing Service.	1.00	\$126.75	\$126.75
Expense	09/30/2022	KNOX - Messenger and Filing Service.	1.00	\$114.75	\$114.75
Expense	10/04/2022	Court/OneLegal Fees	1.00	\$16.78	\$16.78
Expense	11/17/2022	filing via One Legal	1.00	\$16.78	\$16.78
Expense	11/28/2022	Mediation Fees - Ortman.	1.00	\$13,000.00	\$13,000.00
Expense	12/28/2022	filing via One Legal	1.00	\$16.78	\$16.78
Expense	12/28/2022	filing via One Legal	1.00	\$16.78	\$16.78
Expense	06/22/2023	Berger Consulting Fees	1.00	\$4,980.00	\$4,980.00
Expense	07/26/2023	One Legal Filing Fee	1.00	\$37.83	\$37.83
Expense	08/16/2023	One Legal Filing Fee	1.00	\$17.24	\$17.24
Expense	08/31/2023	One Legal Filing Fee	1.00	\$17.24	\$17.24
Expense	09/01/2023	Lexis Nexis	1.00	\$884.00	\$884.00
Expense	09/25/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$37.83	\$37.83
Expense	10/02/2023	LexisNexis	1.00	\$494.00	\$494.00
Expense	10/20/2023	Filing fee - one legal charge - motion	1.00	\$79.01	\$79.01

Expense	11/17/2023	One legal filing charge - proposed order	1.00	\$17.24	\$17.24
Expense	11/17/2023	One legal filing charge	1.00	\$13.33	\$13.33
Expense	11/21/2023	One legal filing charge	1.00	\$51.48	\$51.48
Expense	12/03/2023	LexisNexis	1.00	\$631.00	\$631.00
Expense	01/02/2024	LexisNexis	1.00	\$572.00	\$572.00
Expense	02/05/2024	LexisNexis	1.00	\$572.00	\$572.00
Expense	03/05/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$25,141.45	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	6.0	\$895.00	\$5,370.00
Norm Blumenthal	4.0	\$995.00	\$3,980.00
Scott Blumenthal	10.8	\$450.00	\$4,860.00
Scott Blumenthal	5.4	\$325.00	\$1,755.00
Nicholas De Blouw	32.0	\$850.00	\$27,200.00
Ricardo Ehmann	2.75	\$675.00	\$1,856.25
Ricardo Ehmann	19.2	\$475.00	\$9,120.00
Charlotte James	5.0	\$550.00	\$2,750.00
Charlotte James	11.25	\$475.00	\$5,343.75
Piya Mukherjee	22.85	\$750.00	\$17,137.50
Piya Mukherjee	1.5	\$550.00	\$825.00
Kyle Nordrehaug	35.4	\$950.00	\$33,630.00
Victoria Rivapalacio	1.7	\$750.00	\$1,275.00
Victoria Rivapalacio	21.9	\$495.00	\$10,840.50
Gerardo Galaviz	2.43	\$250.00	\$607.15
Subtotal			\$151,691.60
Total			\$151,691.60

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/07/2024	\$151,691.60	\$0.00	\$151,691.60
Outstanding Balance				\$151,691.60
Total Amount Outstanding				\$151,691.60

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #6

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

Aparajit Bhowmik (SBN 248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

DONALD MATTHEWS, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

HANSEN & ADKINS AUTO TRANSPORT,
INC., a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2203075

[Consolidated with Case No.
CVRI2203224]

Assigned for All Purposes:
Honorable Harold Hopp, Dept. 10

**DECLARATION OF DONALD
MATTHEWS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT**

Hearing Date: November 14, 2023
Hearing Time: 8:30 a.m.

Action Filed: July 21, 2022
Trial Date: Not set

1 I, Donald Matthews, declare as follows:

2 1. I am over the age of eighteen, a Plaintiff and a proposed Class Representative in the
3 above-entitled matter. I submit this declaration in support of the Motion for Preliminary
4 Approval of Settlement and in support of my application for a Class Representative Service
5 Payment.
6

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

9 3. I worked as a mechanic in California for Hansen & Adkins Auto Transport, Inc.
10 (“Hansen & Adkins”) from April of 2016 to March of 2022. I was classified by Hansen &
11 Adkins as a non-exempt employee during that time period.
12

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

21 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
22 because I felt that my legal rights as an employee and others like me were violated. For example,
23 Hansen & Adkins had a haphazard approach to meal and rest breaks, one that left me wondering
24 how and when to take my meal and rest breaks. When I first started working for the company, I
25 was provided with an all-inclusive amount of time for both of my meal and rest breaks in a way
26 that unlawfully combined them. I was also not allowed to leave the break room or the shop area
27

1 during my 10-minute rest breaks. I should have been allowed to leave the premises for my rest
2 breaks if I chose to do so. Also I was required to work off the clock as I prepared to be a diesel
3 mechanic. Specifically, after being hired by the company, I was forced to train myself on the
4 particulars of being a diesel mechanic. I did this work off the clock and without pay. I was
5 required, for example, to study and then test myself on various subjects in preparation of work
6 for Hansen & Adkins at all hours of the day and night without getting paid. I was also not paid
7 for other post-shift work I was required to do off the clock such as repairing various trucks and
8 completing other general job tasks on behalf of Hansen & Adkins. I was also required to use my
9 personal cell phone for work-related issues such as responding to calls and text messages from
10 my manager who expected me to be reply at all times without delay. I was not reimbursed by the
11 company for the costs associated with using my cell phone for work-related issues.
12

13
14 6. I spoke to my attorneys several times and discussed how Hansen & Adkins implemented
15 its company policies and procedures. I also assisted my attorneys in their investigation into my
16 claims by providing them documents and answering their questions. I reviewed the complaint
17 before it was filed and after it was filed I was given access to an electronic file sharing program
18 that alerted me via email when important documents were filed so that I could review them and
19 keep up with the developments in the case which I understood was one of my duties as a class
20 representative. I would also contact my attorneys from time to time if I had any questions about
21 the case.
22

23 7. Even though this action is in the process of settling, I was and remain prepared to
24 perform all the duties of a class representative. I understand that as a class representative I have
25 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
26 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
27

1 benefit of the class members and surrender any right to compromise the group action for an
2 individual gain.

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

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

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

23 11. A mediation took place on June 7, 2023 with Tripper Ortman, a well-respected
24 and experienced mediator of wage and hour class actions. After the mediation the parties were
25 able to reach an agreement to settle the action based on a mediator's proposal. I communicated
26 with my attorneys regarding the terms of the settlement which was reached between the parties

1 and understood that I was representing absent class members and therefore wanted the best
2 possible result to be obtained for the class members and I believe a very positive result was in
3 fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on June
4 7, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement
5 Agreement which I signed on August 24, 2023.
6

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

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

21 14. I believe I did the right thing by filing this case on behalf of the class members who,
22 subject to court approval, are in line to receive monetary payments as a result of this case and
23 settlement. This is money they may never have ever gotten if I did not pursue this action on their
24 behalf. I feel significant personal satisfaction to know that I played a role in the class members
25 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
26 the requested Class Representative Service Payment of \$12,500 from the settlement is fair
27

1 compensation for the work I performed and the risks I undertook.

2 15. As part of the settlement it was necessary for me to sign a general release of all
3 claims I may have against Hansen & Adkins. I believe the Class Representative Service
4 Payment I have requested provides me with some compensation for this agreed release.
5

6 16. In light of all the time and effort I have spent on this case, the risk I undertook by
7 suing a former employer, the exposure to being responsible for paying Hansen & Adkins' costs
8 in the event we did not win the case, the reputational risk that future employers may hold this
9 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
10 request for \$12,500 as a Class Representative service payment is fair and reasonable.
11

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

14 Executed on Oct 16, 2023, at Moreno Valley Ca.
15 (city, state)

16 
17 Donald Matthews (Oct 16, 2023 15:47 PDT)
18 Donald Matthews