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

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 REBEKAH DIAZ, RANDI STENSBERG,
16 RAFAEL URIBE, and VIRGINIA
17 ZEBLEY, individuals, on behalf of
18 themselves and on behalf of all persons
19 similarly situated,

20 Plaintiff,

21 vs.

22 LOYAL SOURCE GOVERNMENT
23 SERVICES LLC, a limited liability
24 company; and DOES 1 through 50,
25 inclusive,

26 Defendants.

Case No. 22STCV15413

[consolidated with Case No. 22STCV22205]

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

Hearing Date: April 19, 2024

Hearing Time: 10:30 a.m.

[*Hearing scheduled by Order dated October 4,
2023*]

Judge: Hon. Stuart M. Rice

Dept: SS-1

Date Filed: May 10, 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 Plaintiffs Rebekah Diaz, Randi Stensberg, Rafael Uribe, and Virginia
4 Zebley ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of
5 this matter. The following facts are within my own personal knowledge, and if called as a witness, I
6 could testify competently to the matters stated herein. This declaration is being submitted in support to
7 the Plaintiffs' motion for final approval of the class settlement, including attorneys' fees, costs and
8 service award.

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

1 3. Summary of the Proposed Settlement.

2 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement and the
3 Stipulation and Order Regarding Class Period End Date (collectively the "Agreement") of the parties is
4 attached hereto as Exhibit #2. Plaintiffs and Defendant Loyal Source Government Services LLC
5 ("Defendant") reached a full and final settlement of the above-captioned action, which is embodied in the
6 Agreement filed concurrently with the Court. As consideration for this Settlement, the Gross Settlement
7 Amount is One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000). (Agreement at ¶ 1.22.)
8 Under the Settlement, the Gross Settlement Amount consists of the following elements: (i) all Individual
9 Class Payments and Individual PAGA Payments; (ii) the LWDA PAGA Payment; (iii) the Class Counsel
10 Fees Payment and the Class Counsel Litigation Expenses Payment; (iv) the Class Representative Service
11 Payments; and (v) the Administration Expenses Payment. (Agreement at ¶ 1.22.)

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

15 (c) Within thirty (30) days of the Effective Date, Defendant shall deposit the Gross Settlement
16 Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to
17 Participating Class Members along with the other Court-approved distributions shall be made by the
18 Administrator within fourteen (14) days after Defendant fully funds the Gross Settlement Amount.
19 (Agreement at ¶ 5.1.)

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

4 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
5 Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed
6 Participating Class Members and will be bound by the Settlement and will be entitled to receive an
7 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including any who submit
8 an opt-out request, still will receive an Individual PAGA Payment and will release of the Released PAGA
9 Claims regardless of their request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d)) Finally, the Class
10 Notice will advise the Class Members of their right to object to the Settlement and/or dispute their
11 Workweeks. (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

18 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement. (Agreement
19 at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed
20 \$20,000. (Agreement at ¶ 3.2(c).) As set forth in the Snow Decl. at ¶ 19, the fees and costs incurred to-
21 date, as well as anticipated fees and costs for completion of the settlement administration, are \$20,000.

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

3 (i) Subject to Court approval, Fifty Thousand Dollars (\$50,000) will be paid from the Gross
4 Settlement Amount in settlement of Plaintiffs' claim for civil penalties under the California Labor Code
5 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, et seq. Pursuant to the express
6 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%
7 (\$37,500) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$12,500) allocated
8 to the Aggrieved Employees and distributed as Individual PAGA Payments based on their respective
9 number of weeks worked during the PAGA Period. (Agreement at ¶ 3.2(d), Stipulation Regarding Class
10 Period End Date.) As set forth in the accompanying proof of service, the LWDA has been served with
11 this motion and the Agreement.

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
13 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
14 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
15 at \$1,950,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
16 that liability and class certification in this case were far from certain in light of the defenses asserted by
17 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class
18 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
19 reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated October 4, 2023 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
23 to the Class. On November 3, 2023, the Administrator mailed the Court-approved Class Notice to the
24 Class Members, which provided each class member with the terms of the Settlement, including notice
25 of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and
26 service award that were being sought, how individual settlement awards would be calculated, and the
27 specific, estimated payment amount to that individual. See Declaration of Makenna Snow ("Snow Decl.")
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¶8, Exh. A. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no objections and no requests for exclusion. Snow Decl. ¶¶12-14.

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

6. Procedural History of the Litigation

(a) On May 2, 2022, Plaintiff Diaz filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations.

(b) On January 14, 2022, Plaintiff Diaz commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. The Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6); failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246 (the "Action"). On July 11, 2022,

1 plaintiff Rebekah Diaz filed a separate complaint against Defendant in the Superior Court of the State of
2 California, County of Los Angeles alleging a single cause of action for violation of the Private Attorney
3 General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA Action").

4 (c) On March 30, 2023, the Parties filed a stipulation to consolidate the Class Action and the
5 PAGA Action and add plaintiffs Randi Stensberg, Rafael Uribe, and Virginia Zebley. On March 30,
6 2023, Plaintiffs filed the First Amended Class Action Complaint, which is referred to as the "Operative
7 Complaint". Defendant denies the allegations in the Operative Complaint, denies any failure to comply
8 with the laws identified in the Operative Complaint and denies any and all liability for the causes of
9 action alleged.

10 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
11 production of documents, class data, and other information, allowing for the full and complete analysis
12 of liabilities and defenses to the claims in the Action. Plaintiffs engaged in formal written discovery and
13 performed informal discovery, which included the production and analysis of hundreds of pages of
14 documents. The information for mediation obtained by Plaintiffs included: (1) data concerning the
15 composition of the Class; (2) payroll data for the entire Class and all available time punch data for the
16 Class; (3) Defendant's wage and hour policies and job descriptions; (4) the employment file for the
17 Plaintiffs; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received
18 the data and information for the Class, which was sufficient for Plaintiffs' expert to prepare the valuations
19 of the claims for the Class.

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

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

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

21 (h) Class Counsel has conducted a thorough investigation into the facts of the class action. Over
22 the course of over a year, Class Counsel diligently evaluated the Class Members' claims against
23 Defendant. Prior to the settlement negotiations, counsel for Defendants provided Class Counsel with
24 access to necessary information for the Class. In addition, Class Counsel has previously negotiated
25 settlements with other employers in actions involving nearly identical issues and analogous defenses.
26 Based on the informal discovery and their own independent investigation, evaluation and experience,
27 Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
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1 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
2 circumstances, including the risk of significant delay, the risk that the claims would not be allowed to
3 proceed on a class or representative basis, the defenses asserted by Defendant, and potential appellate
4 issues.

5

6 7. History of Settlement Discussions

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

15 (b) The Parties attended an arms-length mediation session with David Rotman, a respected and
16 experienced mediator of wage and hour class actions, in order to reach the Settlement. In preparation for
17 the mediation, Defendant provided Class Counsel with necessary information, including data for the
18 Class. Plaintiffs analyzed the data with the assistance of a damages expert, Berger Consulting, and
19 prepared and submitted a mediation brief and damage valuation to the Mediator. Following the all-day
20 mediation, the Parties agreed to the Settlement, which was memorialized in the form of a Memorandum
21 of Understanding.

22 (c) From April of 2023 to August of 2023, the Agreement and exhibits thereto were finalized
23 and executed, and then presented by motion to this Court for preliminary approval. On October 4, 2023,
24 the Court issued its Order granting preliminary approved of the settlement as fair and reasonable to the
25 Class.

26 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
27 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 present serious threats to the claims of the
3 Plaintiff and the other Class Members. Defendant maintains that its practices complied with all
4 applicable wage and hour laws. Defendant maintains that all Class Members' work time was properly
5 recorded and compensated and that there was no miscalculation of the regular rate. Defendant contends
6 that its meal and rest period policies and practices provide Class Members with meal and rest periods and
7 that the payment of meal premiums is evidence of Defendant's legal compliant practices. As to expense
8 reimbursement, Defendant maintains that it did not fail to provide reimbursement for necessary business
9 expenses because, among other things, employees are not required to use their personal cell phones to
10 perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal. 4th
11 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
12 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiffs' claims in terms of liability and value,
13 and preclude his claim from proceeding on a class or representative basis. Defendant also maintains that
14 a good faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
15 failure to provide accurate itemized wage statements. Defendant also argued that the existence of
16 arbitration agreements with Class members would preclude a class-wide recovery at trial. If successful,
17 Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiffs
18 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
19 therefore present a serious risk to recovery by the Class.

20 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
21 to obtain class certification and thereby not recover on behalf of any employees other than themselves.
22 Defendant argued that the individual experience of each putative class member varied with respect to the
23 claims, which would preclude the claims from proceeding on a class or representative basis. For instance,
24 Plaintiffs' meal and rest period claims would require individualized inquiries into whether each employee
25 took a compliant meal or rest period on a given shift and, if not, why. Plaintiffs are aware of other cases
26 where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43 Cal. App. 5th
27 885 (2019) (denying certification of rest break claims). Finally, even if class certification was successful,
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1 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*,
2 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a
3 class has been certified. While other cases have approved class certification of wage and hour claims,
4 class certification in this Action would have been hotly disputed and was by no means a foregone
5 conclusion.

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

21 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
22 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
23 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
24 to the value of the claims. The calculations to compensate for the amount due to the Class Members at
25 the time the Settlement was negotiated were calculated by Plaintiffs' expert, Berger Consulting, in
26 advance of mediation. Class Counsel analyzed the data for putative class members and determined the
27 potential maximum damages for the class claims. For the Class, the maximum value of the claim for
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1 unpaid wages due to the alleged miscalculation of the regular rate applicable to overtime pay, meal
2 premiums and sick pay was \$908,683, the maximum value of the claim for unpaid wages due to alleged
3 off-the-clock work for COVID checks was \$230,378, the maximum potential damages for alleged meal
4 period violations were estimated to be \$2,632,955 based upon a 28% violation rate observed in the time
5 records and after deduction of meal premiums paid, the maximum potential damages for alleged rest
6 period violations were estimated to be \$2,672,487 based upon the same 28% violation rate, and the
7 maximum potential damages for the alleged failure to reimburse business expenses were calculated to
8 be \$37,500. In total, the damages for the Class were calculated to have a maximum potential total value
9 of \$6,482,003. In addition, Plaintiff calculated that the maximum value of the potential waiting time
10 penalties were between \$2,872,844 and \$9,344,998, depending on the predicate unpaid wage giving rise
11 to the waiting time penalty, and the maximum value of the potential wage statement penalties were
12 between \$598,300 and \$1,783,050, depending on the predicate violation.¹ Defendant vigorously disputed
13 Plaintiffs' calculations and exposure theories. Consequently, the Gross Settlement Amount represents
14 more than 30% of Plaintiffs' calculation of the potential maximum damages at issue for the Class in this
15 case, assuming these amounts could all be proven in full at trial² The above maximum calculations
16 should then be adjusted in consideration for both the risk of class certification and the risk of establishing
17 class-wide liability on all claims. Given the amount of the Settlement as compared to the potential value
18 of the claims, the Settlement is most certainly fair and reasonable.³ Clearly, the goal of this litigation has
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20 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
21 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
22 by Defendants, including but not limited to, a good-faith dispute defense as to whether any premium
23 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and
24 Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576,
584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
dispute as to whether and when the wages were due.").

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

27 ³ *See Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000)
28 approving settlement which represented "roughly one-sixth of the potential recovery"); *Stovall-Gusman*

1 been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. Currently, the maximum and average class member
5 allocations are \$4,233.63 and \$927.91, respectively. Snow Decl. at ¶17. Given the complexities of this
6 case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
7 reasonable and adequate, and should be finally approved.

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

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

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a
18 common fund settlement to be paid by Defendants to the Class in the amount of One Million Nine
19 Hundred Fifty Thousand Dollars (\$1,950,000). (the "Gross Settlement Amount"). (Agreement at ¶¶ 1.22.)
20 As part of the settlement, the parties agreed to an award of attorneys' fees equal to one-third (1/3) of the
21 Gross Settlement Amount as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion,
22 Class Counsel respectfully requests approval of the Class Counsel Fees Payment in an amount equal to
23 one-third of the Gross Settlement Amount.

24
25 *v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12 (N.D. Cal. 2015) (granting final approval
26 where "the proposed Total Settlement Amount represents approximately 10% of what class might have
27 been awarded had they succeeded at trial."); *Viceral v. Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal.
28 2016) (approving wage and hour class action settlement amounting to 8.1% of full verdict value); *Ma*
v. Covidien Holding, Inc., 2014 WL 2472316, (C.D. Cal. 2014) (approving wage and hour class action
settlement worth "somewhere between 9% and 18%" of full verdict value).

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

8 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
9 approved. The requested fee award was bargained for during arms’ length adversarial bargaining by
10 counsel for each of the parties as part of the Settlement.

11
12 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
13 Created for the Benefit of the Class

14 (a) As part of the settlement, the parties agreed to an award of attorneys’ fees equal to
15 one-third of the Gross Settlement Amount of \$1,950,000 , which equals \$650,000 for attorneys’ fees.
16 As part of the Agreement, Defendant also agreed that Class Counsel may seek a “Class Counsel Litigation
17 Expenses Payment of not more than \$25,000.” (Agreement at ¶ 3.2(b).) Finally, Defendant also agreed
18 that Plaintiffs can be awarded a Class Representative Service Payment in the amount of \$10,000 each,
19 as their service award under the Agreement.

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

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

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

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

20 (f) The Settlement was possible only because Class Counsel was able to convince
21 Defendant that Plaintiffs could potentially prevail on the contested issues regarding liability, achieve class
22 certification, overcome difficulties in proof as to monetary relief and take the case to trial if need be. In
23 successfully navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour
24 and class action litigation. The high quality of the Class Counsel's work in this case was mandated by
25 the vigorous defense presented by counsel for Defendant. Over the nearly two years of litigation, Class
26 Counsel was required to invest substantial time and resources in investigation, litigation, the
27 determination of potential damages and communicating with and responding to opposing counsel's and
28

1 class members' requests and inquiries.

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

6 (h) Class Counsel were required to advance all costs in this litigation. Especially in this
7 type of litigation where the corporate defendant and their attorneys are well funded, this can prove to be
8 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can
9 be significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
10 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
11 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
12 Counsel advanced more than \$25,000 in costs which could not have been recovered if this case had been
13 lost. The Plaintiffs also undertook the risk of liability for Defendants' costs had this case not succeeded,
14 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
15 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
16 Plaintiffs also support the requested awards.

17 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on
18 the reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th
19 Cir. 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$650,000
20 is also established by reference to Class Counsel's lodestar in this matter. The contemporaneous billing
21 records for Class Counsel evidence that through March 25, 2024, Class Counsel's total lodestar is
22 \$266,958.75, with additional fees still to be incurred to complete final approval and the settlement
23 process. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with
24 a reasonable multiplier of 2.4, and there will be additional lodestar incurred by Class Counsel to complete
25 the settlement process and manage the settlement distribution. Such a multiplier is within the range of
26
27
28

1 positive multipliers approved in cases such as *Laffitte* and *Vizcaino*.⁴ As a result, this Court may
2 conclude that the requested award is fair and reasonable and is justified under California law.

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

10 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
11 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
12 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
13 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
14 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
15 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
16 award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
17 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award
18 in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases* (Los
19 Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award
20 in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San
21 Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award

23 ⁴ 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 March 17, 2022, in *See's Candies Wage and Hour Cases* (Los
2 Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a
3 wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco
4 Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
5 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles
6 Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a
7 wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento
8 Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award
9 in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of*
10 *California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
11 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
12 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
13 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
14 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
15 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
16 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
17 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
18 class settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case
19 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class
20 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior
21 Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour
22 class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior
23 Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour
24 class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
25 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class
26 settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court
27 Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class
28

1 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior
2 Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour
3 class settlement.

4 12. The contemporaneous billing records for Class Counsel evidence that through March 25,
5 2024, **Class Counsel's total lodestar is \$266,958.75, with additional fees still to be incurred to**
6 **complete final approval and the settlement process.** The requested fee award is therefore currently
7 equivalent to Class Counsel's total lodestar with a reasonable multiplier of 2.4, and there will be
8 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
9 settlement distribution. From May 2, 2022 to March 25, 2024, my firm worked on this matter for over
10 237 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar
11 for my firm in the amount of \$266,958.75. A detailed breakdown of the total fees and the services
12 performed by the firm on this case is attached hereto as Exhibits #3 and 4⁵. In addition, Class Counsel
13 will be performing significant additional work that is not included in this lodestar amount, including
14 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
15 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
16 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
17 community for similar work and, if this were a commercial matter, these are the charges that would be
18 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the
19 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
20 Matrix is attached hereto as Exhibit #5. These hourly rates have been approved by Court's throughout
21 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
22 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
23 line with those prevailing in the [relevant] community'—the Central District of California". Finally, the
24 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
25 rates of comparable counsel practicing complex and class litigation as detailed in the National Law

26 _____
27 ⁵ 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 25, 2024

1 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist.
2 LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for partners” and
3 “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared within 21 other
4 firms practicing in the Southern District of California.) This survey is useful to show that Class
5 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types of
6 class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
7 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
8 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
9 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
10 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
11 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
12 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
13 the currently lodestar incurred with a reasonable multiplier of 2.4 which will be even less by the
14 completion of the settlement. This is comparable to the multiplier approved in other cases. The
15 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

16 17 Litigation Expenses

18 13. The Agreement provides at paragraph 3.2(b), that Class Counsel may seek a “Class
19 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel requests an award for
20 incurred litigation expenses and costs in the amount of \$25,000 based upon counsel’s billing records
21 which evidence total expenses of \$28,650.80. The requested expense award is less than the actual
22 expenses incurred. These litigation expenses include the expenses incurred for filing fees, mediation
23 expenses, expert fees (Berger Consulting Group), attorney service charges (Knox, One Legal), Lexis
24 research charges, all of which are costs normally billed to and paid by the client.⁶ The details of the

25
26 ⁶ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*

1 litigation expenses incurred are set forth the billing attached hereto as Exhibits #3 and 4.⁷ These costs
2 were reasonably incurred in the prosecution of the Action.

3
4 Service Awards

5 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
6 service award of \$10,000 each, in accordance with the Agreement for their time, risk and effort expended
7 on behalf of the Class. (Agreement at ¶ 3.2(a).) Defendant has agreed to this payment and there have
8 been no objections to the requested service awards. The previously submitted Declarations of the
9 Plaintiffs in support of this request are attached hereto as Exhibit #6, 7 and 8. As the representatives of
10 the Class, Plaintiffs performed their duty to the Class admirably and without exception. Plaintiffs worked
11 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
12 searching for documents, working with counsel, and reviewing the settlement documentation. The
13 Declaration of Plaintiffs detail the involvement, stress and risks they undertook as a result of this Action.
14 Plaintiffs also assumed the serious risk that she might possibly be liable for costs and fees to Defendants,
15 as well as the reputational risk of being “blacklisted” by other future employers for having filed a class
16 action on behalf of fellow former employees. Without the Plaintiffs’ participation, cooperation and
17 information, no other employees would be receiving any benefit. The payment of service awards to
18 successful class representatives is appropriate and the amount of \$10,000 is well within the currently
19 awarded range for similar settlements. The requested award is also reasonable by reference to the
20 amounts that other California courts have found to be reasonable in wage and hour class action
21 settlements: *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 Lab. Cas. (CCH) P36,620 (E.D.
22 Cal. 2018) (approving two service awards of \$12,500 each); *Holman v. Experian Info. Solutions, Inc.*,
23 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
24 \$375); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 268 (N.D. Cal. 2015) (approving \$10,000
25
26 *Lojack Corp., Inc.*, 2012 WL 3151077, at *12 (C.D. Cal. 2012).

27 ⁷ My firm switched billing systems in June 2022, so Exhibit #3 contains the expense billing for
28 inception to June 2022, and Exhibit #4 contains the expense billing from June 2022 to March 25, 2024.

award); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,

2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-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 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their 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. BHS&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

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

9 16. As a result, Class Counsel respectfully requests approval of the application for award of
10 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
11 expenses in the amount of \$25,000, and approval of the requested service awards to the Plaintiffs.

12 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
13 The Class Counsel Fees Payment will be made to Blumenthal Nordrehaug Bhowmik De Blouw LLP.
14

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed this 25th day of March 2024 , at San Diego, California.
17

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

25 ⁸ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

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

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rebekah Diaz, Randi Stensberg, Rafael Uribe, and Virginia Zebley (“Plaintiffs”) and defendant Loyal Source Government Services LLC (“Defendant”). The Agreement refers to Plaintiffs 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 Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Diaz, et al. v. Loyal Source Government Services, LLC*, originally filed as Case No. 22STCV15413 in the Superior Court of the State of California, County of Los Angeles and initiated on May 10, 2022, and *Diaz, et al. v. Loyal Source Government Services, LLC* originally filed as Case No. 22STCV22205 in the Superior Court of the State of California, County of Los Angeles and initiated on July 11, 2022.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all hourly, non-exempt employees who were employed in California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period, but excluding individuals who: (a) were hired on or before September 29, 2020, (b) have not worked for Defendant in California at any time since on or after January 29, 2021, and (c) were “Participating Class Members” in the settlement of the consolidated matters of *Ortega, et al. v. Loyal Source Government Services, LLC*, Case No. 3:20-cv-00879 and *Ortega v. Loyal Source Government Services, LLC*, Case No. 3:20-cv-01173 (the “Ortega Settlement”).
- 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 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 September 29, 2020 through the earlier of Preliminary Approval or April 20, 2023.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaint in the Actions seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them 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 Plaintiffs.

- 1.16. "Court" means the Superior Court of California, County of Los Angeles.
- 1.17. "Defendant" means Loyal Source Government Services LLC.
- 1.18. "Defense Counsel" means Kevin Harlow of DLA Piper LLP (US).
- 1.19. "Effective Date" means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods

worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to recovery of the LWDA PAGA Payment, 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 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least on day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from May 10, 2021 through the earlier of Preliminary Approval or April 20, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Rebekah Diaz’s May 2, 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 (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Rebekah Diaz, Randi Stensberg, Rafael Uribe, and Virginia

Zebley, the named plaintiffs in the Action.

- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, under federal, state, or local law arising out of or related to the facts stated in the Operative Complaint which occurred during the Class Period, including all causes of action pled in the Operative Complaint. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of or related to the facts stated in the Operative Complaint and the PAGA Notice, including all violations alleged in the Operative Complaint, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendant and Defendant’s current and former parent companies, subsidiary companies, affiliates, predecessors, successors, and assigns, as well as Defendant’s current and former officers, directors, employees, partners, shareholders, attorneys, insurers, and legal representatives.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the 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. Workweeks between

September 29, 2020 and January 29, 2021 shall be excluded for purposes of the workweek calculation for the Class Members who commenced employment with Defendant on or before September 29, 2020 and were Participating Class Members in the *Ortega* Settlement.

2. RECITALS

2.1. On May 10, 2022, plaintiff Rebekah Diaz filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“Class Action”). Plaintiff Diaz’s complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 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 pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. Defendant denies the allegations in the Class Action, denies any failure to comply with the laws identified in in the Class Action and denies any and all liability for the causes of action alleged.

2.3. On July 11, 2022, plaintiff Rebekah Diaz filed a complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (“PAGA Action”). Plaintiffs’ Complaint asserted a claim that Defendant:

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

2.4. Defendant denies the allegations in the PAGA Action, denies any failure to comply with the laws identified in in the PAGA Action and denies any and all liability for the causes of action alleged.

- 2.5. On March 30, 2023, the Parties filed a stipulation to consolidate the Class Action and the PAGA Action and add plaintiffs Randi Stensberg, Rafael Uribe, and Virginia Zebley. On March 30, 2023, Plaintiffs filed the First Amended Class Action Complaint, which is referred to as the “Operative Complaint”.
- 2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ 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 Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs 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 Actions.
- 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 \$1,950,000 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 Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (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 Plaintiffs' request for Class Representative Service Payments that each do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments. In addition, plaintiff Stensberg is separately settling her individual claims for wrongful termination ("Stensberg Individual Settlement Payment"). The payment for the settlement of plaintiff Stensberg's individual claims for wrongful termination is not being made in consideration of the settlement and dismissal of the Class and PAGA claims in the Actions.

- (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 \$650,000, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs 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 Plaintiffs' 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 \$20,000 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 \$20,000, 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 \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the

LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

- i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - iii. In the event the Court conditions approval of the Settlement upon a higher allocation to the PAGA Penalties, the Parties agree that any such amount will be allocated from the Gross Settlement Amount prior to the calculation of Individual Class Payments, and that in no event shall the Gross Settlement Amount be increased.
- (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. 50% 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. 50% 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. Estimated Class Workweeks. Based on its records, Defendant has estimated that the Class consists of approximately 1,150 Class Members who collectively worked an estimated total of 30,000 Workweeks.
- 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 30 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, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or plaintiff Diaz's PAGA Notice ("Plaintiffs' Release"). Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that

Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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.

- (b) Plaintiff Stensberg's Other Claim. Plaintiff Stensberg represents that she has a claim against Defendant other than the Class claims and PAGA claims. This other claim is for wrongful termination in violation of public policy which plaintiff Stensberg is separately settling. Class Counsel will be filing a declaration with the Court affirming that the consideration given to resolve plaintiff Stensberg's separate individual claim for wrongful termination is unrelated to and separate from the settlement of her Class claims and PAGA claims and is based on separate facts and claims.

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

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

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

7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class as of the date of the information relied upon during mediation, which shall be updated to reflect the number of Workweeks worked during the Class Period within 30 days of the date the Class Period ending date is

finalized. Additionally, the Declaration shall set forth the percentage of regular rate exposure attributable to per diem payments that were not included in the regular rate.

- 7.2. Plaintiffs' Responsibilities. Plaintiffs 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, and willingness to enter into an indemnification agreement with Defendant in a manner reasonably acceptable to Defendant; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs 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, Plaintiffs 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, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice 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, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

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

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,

and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

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

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

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. Should the number of Workweeks increase by more than 10% of the estimate stated herein in paragraph 4.1, Defendant will have the option to either a) increase the Gross Settlement Amount proportionally (i.e., if the number of Workweeks exceeds 33,000 by 5%, then the Gross Settlement Amount would also increase by 5%), or b) to shorten the Class Period as of the date on which the number of Workweeks reaches 33,000.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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”). Plaintiffs 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 Plaintiffs 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, including but not limited to all arguments relating to individual arbitration agreements with any of the Plaintiffs and Class Members, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses, including the applicability or enforceability of any individual arbitration agreements. 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 Plaintiffs 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiffs and the Class:

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

To Defendant:

Kevin Harlow
DLA Piper LLP
401 B Street, Suite 1700
San Diego, CA 92101
Tel.: (619) 699-2700
Fax: (619) 699-2701
E-Mail: kevin.harlow@dlapiper.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 January 20, 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 s and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 5, 2023 *Rebekah Diaz*
Rebekah Diaz (Apr 5, 2023 11:27 EDT)
Plaintiff Rebekah Diaz

Dated: Apr 4, 2023 *Randi Stensberg*
Randi Stensberg (Apr 4, 2023 21:04 PDT)
Plaintiff Randi Stensberg

Dated: Apr 4, 2023 *Rafael Uribe*
Rafael Uribe (Apr 4, 2023 11:35 PDT)
Plaintiff Rafael Uribe

Dated: Apr 4, 2023 *Virginia Zebley*
Plaintiff Virginia Zebley

Dated: _____

[name]
For Defendant Loyal Source Government Services, LLC

Dated: 4/5/23 *Kyle Nordrehaug*
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

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 January 20, 2023 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Rebekah Diaz

Dated: _____
Plaintiff Randi Stensberg

Dated: _____
Plaintiff Rafael Uribe

Dated: _____
Plaintiff Virginia Zebley

Dated: _____

Ryan O'Quinn, President [name]
For Defendant Loyal Source Government Services, LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Kevin
Harlow

Digitally signed by: Kevin
Harlow
DN: CN = Kevin Harlow email
= kevin.harlow@us.dlapiper.
com C = AD OU = DLA Piper
Date: 2023.04.05 10:40:58 -
07'00'

Dated: _____

Kevin Harlow
DLA Piper LLP (US)
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

Diaz vs. Loyal Source Government Services, LLC, Superior Court of the State of California, County of Los Angeles, Case No. 22STCV15413, consolidated with Case No. 22STCV22205

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Loyal Source Government Services LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Rebekah Diaz, Randi Stensberg, Rafael Uribe, and Virginia Zebley (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees at any time during the Class Period (September 29, 2020 through April 20, 2023), but excluding individuals who: (a) were hired on or before September 29, 2020, (b) have not worked for Defendant in California at any time since on or after January 29, 2021, and (c) were “Participating Class Members” in the settlement of the consolidated matters of *Ortega, et al. v. Loyal Source Government Services, LLC*, Case No. 3:20-cv-00879 and *Ortega v. Loyal Source Government Services, LLC*, Case No. 3:20-cv-01173 (the “*Ortega Settlement*”) (“Class Members”), and (2) penalties and other relief on behalf of all hourly, non-exempt employees who were employed in California at any time during the PAGA Period (May 10, 2021 through April 20, 2023) (“Aggrieved Employees”).

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is ____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims

	regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 1 before Judge Stuart M. Rice. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties (if any) depends on how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs Rebekah Diaz and Randi Stensberg are former employees of Defendant and Plaintiffs Rafael Uribe and Virginia Zebley are current employees of Defendant. The Action accuse Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due and engaging in unfair competition. Plaintiffs also seek civil penalties under the Private

Attorneys General Act (“PAGA”).

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

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

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Nine Hundred Fifty Thousand Dollars (\$1,950,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within thirty (30) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. “Final” means the date the Judgment is entered unless there are objections in which case “Final” means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

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

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$650,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 to each of the four named Plaintiffs as service awards, which is a combined total of \$40,000 for Class Representative Service Payments, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$50,000 relating to Plaintiffs' claim under PAGA, \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$12,500 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed by Defendant for at least one day during the PAGA Period, which is May 10, 2021 through April 20, 2023.

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

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek"

means any week during the Class Period in which a Class Member was employed by Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

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

Tax Matters. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Fifty Percent (50%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

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

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

Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against the Defendant.

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

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged, under federal, state, or local law arising out of or related to the facts stated in the Operative Complaint which occurred during the Class Period, including all causes of action pled in the Operative Complaint. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, 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 Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising out of or related to the facts stated in the Operative Complaint and the PAGA Notice, including all violations alleged in the Operative Complaint, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant’s current and former parent companies, subsidiary companies, affiliates, predecessors, successors, and assigns, as well as Defendant’s current and former officers, directors, employees, partners, shareholders, attorneys, insurers, and legal representatives.

5. How much will my payment be?

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

Defendant's records reflect that you worked <<____>> Workweeks during the Class Period (September 29, 2020 through April 20, 2023).

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

Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (May 10, 2021 through April 20, 2023). Based on this information your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [forty-five (45) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or “opt out.” **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. **The PAGA Penalties is \$50,000, of which \$12,500 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Diaz v. Loyal Source Government Services* lawsuit. The request to opt-out should state the Class Member’s full name, address and email address or telephone number. Please include the name and number of the case, which is *Diaz v. Loyal Source Government Services*, Case No. 22STCV15413. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel’s website at www.bamlawca.com under “Class Notices” for *Diaz v. Loyal Source Government Services* or on the Court’s website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV15413.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [forty-five (45) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also

fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Diaz v. Loyal Source Government Services*, Case No. 22STCV15413, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: ILYM Group

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

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

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Kevin Harlow

DLA Piper LLP

4365 Executive Drive, Suite 1100

San Diego, CA 92121

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Stuart M. Rice. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether

to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Diaz v. Loyal Source Government Services*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV15413.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Diaz v. Loyal Source Government Services* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Diaz v. Loyal Source Government Services*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 22STCV15413. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT
SERVICES LLC, a limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV15413

[consolidated with Case No. 22STCV22205]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: May 10, 2022
Trial Date: Not set

This matter came before the Honorable Stuart M. Rice of the Superior Court of the State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiffs Rebekah Diaz, Randi Stensberg, Rafael Uribe, and Virginia

PRELIMINARY APPROVAL ORDER

1 Zebley (collectively, “Plaintiffs”) for preliminary approval of the Settlement with Defendant Loyal
2 Source Government Services LLC (“Defendant”). The Court, having considered the briefs,
3 argument of counsel and all matters presented to the Court and good cause appearing, hereby
4 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.

5
6 **IT IS HEREBY ORDERED:**

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

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

15 3. The Gross Settlement Amount that Defendant shall pay is One Million Nine
16 Hundred Fifty Thousand Dollars (\$1,950,000). It appears to the Court on a preliminary basis that
17 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
18 Members when balanced against the probable outcome of further litigation and the significant
19 risks relating to certification, liability and damages issues. It further appears that investigation and
20 research have been conducted such that counsel for the Parties are able to reasonably evaluate
21 their respective positions. It further appears to the Court that the Settlement will avoid substantial
22 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
23 further prosecution of the Action. It further appears that the Settlement has been reached as the
24 result of serious and non-collusive, arms-length negotiations.

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

1 preliminarily finds that the monetary settlement awards made available to the Class is fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation and the
3 significant risks relating to certification, liability, and damages issues.

4 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
6 proposed Class Representative Service Payments to the four Plaintiffs in an amount not to exceed
7 \$10,000 each, which is \$40,000 in total for the two named Plaintiffs. The Court will not approve
8 the amount of attorneys' fees and costs, nor the amount of any service award, until the Final
9 Approval Hearing. Plaintiffs will be required to present evidence supporting these requests,
10 including lodestar, prior to final approval.

11 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
12 representative treatment and certification of a class for settlement purposes only. This stipulation
13 will not be deemed admissible in this or any other proceeding should this Settlement not become
14 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
15 "all individuals who are or previously were employed by Defendant in California who were
16 classified as hourly, non-exempt employees at any time during the Class Period, but excluding
17 individuals who: (a) were hired on or before September 29, 2020, (b) have not worked for
18 Defendant in California at any time since on or after January 29, 2021, and (c) were "Participating
19 Class Members" in the settlement of the consolidated matters of *Ortega, et al. v. Loyal Source*
20 *Government Services, LLC*, Case No. 3:20-cv-00879 and *Ortega v. Loyal Source Government*
21 *Services, LLC*, Case No. 3:20-cv-01173 (the "*Ortega Settlement*")." The "Class Period" is
22 September 29, 2020 through April 20, 2023.

23 7. The Court concludes that, for settlement purposes only, the Class meets the
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:
25 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the members of the Class with respect to the subject matter of the
28

1 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
2 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
3 class action is superior to other available methods for the efficient adjudication of this controversy;
4 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
5 adequate representatives of the Class.

6 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
7 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
8 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

9 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development
11 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500 to the Aggrieved Employees. “Aggrieved
13 Employees” are all hourly, non-exempt employees who were employed in California at any time
14 during the PAGA Period (May 10, 2021 through April 20, 2023). Pursuant to Labor Code section
15 2699, subdivision (l)(2), the LWDA will be provided notice of the Agreement and these settlement
16 terms. The Court finds the PAGA Penalties to be reasonable.

17 10. The Court hereby approves, as to form and content, the Class Notice attached to the
18 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
19 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
20 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
21 and opportunity to object to the Settlement. The Court further finds that the distribution of the
22 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
23 the requirements of due process, is the best notice practicable under the circumstances, and shall
24 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
25 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
26 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
27 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
28

1 address for the Class Member no later than seven (7) days after the receipt of the undelivered
2 Class Notice.

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

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

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

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

5 14. A final approval hearing shall be held before this Court on _____
6 _____ at _____ in Department 1 at the Los Angeles County Superior Court to hear
7 the motion for final approval and the motion for attorneys' fees and costs, and to determine all
8 necessary matters concerning the Settlement, including: whether the proposed settlement of the
9 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
10 and should be finally approved by the Court; whether the Final Approval Order and Judgment
11 should be entered herein; whether the plan of allocation contained in the Agreement should be
12 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
13 fees and costs, service awards, and the fees and expenses of the Administrator. All papers in
14 support of the motion for final approval and the motion for attorneys' fees, costs and service
15 awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days
16 before the hearing and both motions shall be heard at this final approval hearing.

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

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

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

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

IT IS SO ORDERED.

Dated: _____

HON. STUART M. RICE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT
SERVICES LLC, a limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22STCV15413

[consolidated with Case No. 22STCV22205]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: May 10, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiffs Rebekah Diaz, Randi Stensberg, Rafael Uribe, and
2 Virginia Zebley (collectively “Plaintiffs”) for an order finally approving the Class Action and
3 PAGA Settlement Agreement (“Agreement”) with Defendant Loyal Source Government Services
4 LLC (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the
5 Administrator duly came on for hearing on _____ before the Honorable Stuart M.
6 Rice.

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 Superior Court for the State of California, in and for the County of Los Angeles, and over all
14 Parties to this litigation, including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred
17 Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair, reasonable,
18 and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
22 Settlement, and the assistance of an experienced mediator in the settlement process, among other
23 factors, support the 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 given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

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

22 **Fairness of the Settlement**

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

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before David Rotman, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and their counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

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

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

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

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

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

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

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

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of 10,000 each to the Plaintiffs are reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort
27
28

1 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
2 release.

3 **Administration Expenses Payment**

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

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
18 Period Pay Periods. "Aggrieved Employees" are all hourly, non-exempt employees who were
19 employed in California at any time during the PAGA Period (May 10, 2021 through April 20,
20 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA was provided notice
21 of the Agreement and these settlement terms and has not indicated any objection thereto. The
22 Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

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

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

1 All individuals who are or previously were employed by Defendant in California
2 who were classified as hourly, non-exempt employees at any time during the Class
3 Period (September 29, 2020 through April 20, 2023), but excluding individuals
4 who: (a) were hired on or before September 29, 2020, (b) have not worked for
5 Defendant in California at any time since on or after January 29, 2021, and (c) were
"Participating Class Members" in the settlement of the consolidated matters of
Ortega, et al. v. Loyal Source Government Services, LLC, Case No. 3:20-cv-00879
and *Ortega v. Loyal Source Government Services, LLC*, Case No. 3:20-cv-01173.

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

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

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, Plaintiffs or members of the Class.

14 5. The payment of Class Representative Service Payments in the amount of \$_____
15 each to the Plaintiffs is approved.

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

18 7. The PAGA Penalties of \$50,000 is approved and is to be distributed in accordance
19 with the Agreement.

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

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

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

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

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

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

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

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

5 4. Effective on the date when Defendant fully fund the Gross Settlement Amount and
6 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
7 Participating Class Members, Aggrieved Employees and the LWDA will release claims against all
8 Released Parties as follows:

9 (a) All Participating Class Members, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
11 and assigns, release Released Parties from the Released Class Claims. The "Released Class
12 Claims" are all claims that were alleged, or reasonably could have been alleged, under federal,
13 state, or local law arising out of or related to the facts stated in the Operative Complaint which
14 occurred during the Class Period, including all causes of action pled in the Operative Complaint.
15 Except as expressly set forth in this Agreement, Participating Class Members do not release any
16 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
17 Employment and Housing Act, unemployment insurance, disability, social security, workers'
18 compensation, or claims based on facts occurring outside the Class Period.

19 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
20 of themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, the Released Parties from all of the Released PAGA
22 Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or
23 reasonably could have been alleged, arising out of or related to the facts stated in the Operative
24 Complaint and the PAGA Notice, including all violations alleged in the Operative Complaint,
25 which occurred during the PAGA Period. The Released PAGA Claims do not include other
26 PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination,
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1 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
2 Period.

3 (c) Plaintiffs and their respective former and present spouses, representatives,
4 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
5 Released Parties from all claims, transactions, or occurrences that occurred during the Class
6 Period ("Plaintiffs' Release") as fully set forth in the Agreement.

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

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

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

18
19 Dated: _____

20 _____
21 HON. STUART M. RICE
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
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2255 Calle Clara
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Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff
REBEKAH DIAZ

DLA PIPER LLP (US)
Kevin Harlow (State Bar #265565)
kevin.harlow@dlapiper.com
401 B Street, Suite 1700
San Diego, CA 92101-4297
Tel: 619.699.2700
Fax: 619.699.2701

Attorneys for Defendant
LOYAL SOURCE GOVERNMENT
SERVICES LLC

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

REBEKAH DIAZ, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,
vs.

LOYAL SOURCE GOVERNMENT
SERVICES LLC, a limited liability company;
and DOES 1 through 50, inclusive,
Defendants.

CASE NO. **22STCV15413**

STIPULATION REGARDING CLASS
PERIOD END DATE;
~~PROPOSED~~ ORDER

Judge: Hon. Stuart M. Rice
Dept.: 1

Class Action Complaint Filed: May 10, 2022
PAGA Action filed: July 11, 2022

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Rebekah Diaz
("Plaintiff") and Defendant Loyal Source Government Services LLC ("Defendant"), by and
through their respective undersigned counsel, do hereby STIPULATE AND AGREE as follows:

FILED
Superior Court of California
County of Los Angeles

10/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 WHEREAS, by Order dated October 4, 2023, the Court granted Plaintiff's Motion for
2 Preliminary Approval and ordered the Class certified with a Class Period of September 29, 2020
3 through April 20, 2023;

4 WHEREAS, in preparation of the Class Data for the mailing of the Class Notice, the
5 Administrator and Defendant determined that the total Class workweeks would exceed the cap of
6 33,000 in the Class Action and PAGA Settlement Agreement ("Agreement");

7 WHEREAS, pursuant to Paragraph 9 of the Agreement, Defendant has elected to shorten
8 the Class Period to February 2, 2023 so as to not exceed the workweek cap of 33,000;

9 WHEREAS, this adjustment to the end date for the Class Period and the PAGA Period
10 moves the end date to February 2, 2023;

11 WHEREAS, in preparing the Class Data, the Parties have also determined that the
12 calculation of Individual PAGA Payments pursuant to Paragraph 3.2(d) should be performed using
13 Workweeks during the PAGA Period in lieu of Pay Periods.

14 NOW THEREFORE, the Parties agree to modify the Class Period and the PAGA Period
15 such that the Class Period and PAGA Period shall end on February 2, 2023. The Parties further
16 agree that the calculation of Individual PAGA Payments pursuant to Paragraph 3.2(d) should be
17 performed using Workweeks during the PAGA Period in lieu of Pay Periods.

18 **IT IS SO STIPULATED.**

19 DATED: October 30, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

21 By: /s/ Kyle Nordrehaug

22 Kyle Nordrehaug
23 Attorneys for Plaintiff

24 DATED: October 26, 2023

DLA PIPER LLP (US)

26 By: /s/ Kevin Harlow

27 Kevin Harlow
28 Attorneys for Defendant

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PROPOSED ORDER

IT IS SO ORDERED. The Class Period and the PAGA Period are modified such that the Class Period and PAGA Period shall end on February 2, 2023. The Parties further agree that the calculation of Individual PAGA Payments pursuant to Paragraph 3.2(d) should be performed using Workweeks during the PAGA Period in lieu of Pay Periods.



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the printed name.

Date: 10/31/2023

Stuart M. Rice / Judge

HONORABLE STUART M. RICE

EXHIBIT #3

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

MARCH 25, 2024

REBEKAH DIAZ

RE: LOYAL SOURCE GOVERNMENT SERVICES
FILE NUMBER: CA2492.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
12/12/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURTS. CONFERENCE WITH PLAINTIFF DIAZ FOR STATUS UPDATE.	3.70	850	3,145.00
12/15/21	ND	REVIEW ENTIRE EMPLOYMENT FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) VIOLATIONS. CONFERENCE WITH PLAINTIFF DIAZ TO DISCUSS BACKGROUND FACTS FOR COMPLAINT.	4.50	850	3,825.00
01/10/22	ND	REVIEW ARBITRATION AGREEMENT AND FACTS SURROUNDING THE SINGING OF TE EAGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.90	850	3,315.00
01/12/22 01	KN	ANALYSIS OF ARBITRAION ISSUES; REVIEW ARBITRATION AGREEMENT; ADVISE ND	1.00	950	950.00
01/15/22	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF DIAZ REGARDING DFEH AND RETALIATION CLAIMS. ANALYZE OFF THE CLOCK WORK TASKS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS REGARDING THE SAME.	3.10	850	2,635.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/20/22	ND	REVIEW AND ANALYZE FACTS AND LAW. DRAFT ORIGINAL COMPLAINT.	5.00	850	4,250.00
03/15/22	ND	DRAFT ORIGINAL COMPLAINT. REVIEW AND REVISE 2802 AND REST BREAK CLAIMS. LEGAL RESEARCH REGARDING 204 LATE PAYMENT OF WAGE CLAIMS. STATUS UPDATE TO PLAINTIFF DIAZ.	4.50	850	3,825.00
05/01/22	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND VIOLATIONS. REVIEW DOCS AND CASE FILE.	1.90	850	1,615.00
05/02/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
05/02/22	ND	REVIEW COMPLAINT AND PAY STUBS. DRAFT PAGA NOTICE. UPLOAD TO LWDA WEBSITE.	2.00	850	1,700.00
05/02/22 01	KN	ANALYSIS OF FACTS AND CLAIMS; REVIEW NOTES FROM ND; REVIEW AND REVISE DRAFT COMPLAINT; PROVIDE INPUT	2.00	950	1,900.00
05/06/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
05/09/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	0.50	675	337.50
05/09/22	RE	REVIEW CASES NOTES/DAMAGE ANALYSIS	0.50	675	337.50
05/10/22	RE	REVIEW, EDIT & FINALIZE COMPLAINT	2.20	675	1,485.00
05/10/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & ADDENDUM/STATEMENT OF LOCATION	0.60	675	405.00
05/10/22	RE	REVIEW & FINALIZE COMPLAINT PACKAGE; FILE IN LA SUP. CT.	0.50	675	337.50
05/10/22	RE	REVIEW COURT-RETURNED	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DOCUMENTS; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE			
05/25/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; DRAFT NOTICE AND ACKNOWLEDGEMENT OF RECEIPT; EMAIL/SERVE KEVIN HARLOW AT DLA PIPER; INSTRUCT STAFF TO MAIL HARD COPY TO D/C	0.60	675	405.00
05/26/22	RE	PREPARE POS-010 FORM; ATTACH EXECUTED NOR; FILE PROOF OF SERVICE OF SUMMONS; MEMO TO FIRM RE POST SERVICE DISCOVERY	0.80	675	540.00
06/03/22	KH	SERVE COURT ORDERS ON DEFENDANT PER MANDATE; DRAFT PROOF OF SERVICE AND PREPARE FOR SUBMISSION TO COURT.	0.40	250	100.00
<u>TOTAL BILLED HOURS</u>					
KARLA HORNE		0.40 hr @ 250.00	\$	100.00	
KYLE NORDREHAUG		3.00 hr @ 950.00	\$	2,850.00	
NICK DEBLOUW		28.60 hr @ 850.00	\$	24,310.00	
RICO EHMANN		6.20 hr @ 675.00	\$	4,185.00	
SCOTT BLUMENTHAL		5.60 hr @ 450.00	\$	2,520.00	
TOTAL PROFESSIONAL SERVICES			43.80		<u>\$ 33,965.00</u>
COSTS ADVANCED					
05/02/22	PAGA	FILING FEE			<u>75.00</u>
TOTAL COSTS ADVANCED					<u>\$ 75.00</u>
TOTAL CURRENT CHARGES					<u>\$ 34,040.00</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/25/2024
Due On: 04/24/2024

Rebekah Diaz
3100 N Laughridge Avenue
Meridian, ID 83646

CA2492

Loyal Source Government Services (Diaz)

Services

Type	Date	Notes	Quantity	Rate	Total
Service	06/28/2022	Review legal and factual issues and analyze and strategize.	3.00	\$750.00	\$2,250.00
Service	06/30/2022	Draft and file notice of appearance.	0.50	\$750.00	\$375.00
Service	07/09/2022	Draft PAGA only representative action complaint	2.80	\$675.00	\$1,890.00
Service	07/11/2022	Draft summons, civil case cover sheet & addendum/ statement of location re paga only action	0.60	\$675.00	\$405.00
Service	07/11/2022	Review & finalize paga only complaint package; file in LA Sup. Ct.	0.60	\$675.00	\$405.00
Service	07/11/2022	Review court-returned documents; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
Service	07/11/2022	Upload PAGA only complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	07/11/2022	Review status and emails; review filed documents and court notices	0.50	\$950.00	\$475.00
Service	07/14/2022	Review standing Order issued by Court; Draft updated proof of service; Serve on all parties per instructions.	0.40	\$250.00	\$100.00
Service	07/19/2022	Review orders and status of action; review legal and factual theories.	0.50	\$750.00	\$375.00

Service	07/25/2022	Conference with new Plaintiff Zebley. Review and analyze entire employment file for legal claims. Review court docket and case file for status update to Plaintiffs.	2.90	\$850.00	\$2,465.00
Service	07/26/2022	Review complaint and legal and factual issues; review court orders and status of action; strategize re case management and discovery.	2.00	\$750.00	\$1,500.00
Service	07/26/2022	Research and evaluate Judge Gee's standing order, CACD website and Scheduling Order	1.00	\$550.00	\$550.00
Service	07/26/2022	Research Rule 26f, 26a and 16, evaluate case and claims, procedural posture in preparation for conducting t/c with OPC	1.00	\$550.00	\$550.00
Service	07/26/2022	Conduct t/c with OPC, and annotate call in light of Joint MSC Report requirements in Central District	1.00	\$550.00	\$550.00
Service	07/26/2022	Analyze Scheduling Worksheet requirements and research timing for trial and cert deadlines	0.50	\$550.00	\$275.00
Service	07/26/2022	Draft Joint Scheduling Report/ Rule 26f Report based on Judge Gee's requirements	1.50	\$550.00	\$825.00
Service	07/26/2022	Draft Scheduling Worksheet and send 26F and Scheduling Worksheet to PM	0.50	\$550.00	\$275.00
Service	07/27/2022	Review legal and factual issues; review chambers rules and strategize; review and revise 26(f) report.	3.00	\$750.00	\$2,250.00
Service	07/27/2022	Discuss Scheduling Report with PM, revise report and Worksheet, sent to OPC	1.50	\$550.00	\$825.00
Service	07/28/2022	Review Def. revisions to 26(f) report and advise CJ re the same.	0.50	\$750.00	\$375.00
Service	07/28/2022	Analyze OPC revisions to 26f Report, advise PM, confirmed with OPC for filing	0.50	\$550.00	\$275.00
Service	08/03/2022	Research Judge Gee's procedure for requesting telephonic appearance; Send email correspondence to Court Clerk requesting remote appearance at upcoming scheduling conference.	0.20	\$250.00	\$50.00
Service	08/03/2022	advise team re telephonic appearance question, research appearance requirements, correspond with OPC re same, coordinate remote appearance	0.75	\$550.00	\$412.50
Service	08/08/2022	Research case notes and claims, draft initial disclosures and send for service	1.00	\$550.00	\$550.00
Service	08/09/2022	Finalize Initial Disclosures and prepare for service on all counsel.	0.30	\$250.00	\$75.00
Service	08/09/2022	Review legal and factual claims and issues; review and revise initial disclosures.	1.00	\$750.00	\$750.00
Service	08/11/2022	Draft initial discovery in the Class action (Federal	1.70	\$250.00	\$425.00

		Court): Interrogatories (with draft Belaire West Notice); Requests for Admission; Requests for Production; and Notice of Taking Deposition of Defendant.			
Service	08/12/2022	Draft initial discovery in the PAGA action: Form Interrogatories - Employment Law; Special Interrogatories (with draft Belaire West Notice); Requests for Admission; Requests for Production; and Notice of Taking Deposition of Defendant.	1.80	\$250.00	\$450.00
Service	08/17/2022	Review and analyze locations that Plaintiffs worked at. Legal research regarding Federal Enclave Doctrine and other defenses.	3.20	\$850.00	\$2,720.00
Service	08/29/2022	Email to d/c re service of PAGA only action via NAR	0.30	\$675.00	\$202.50
Service	08/29/2022	Prepare initial documents for service of process; prepare POS-015 notice and acknowledgment of receipt re paga action; email to defense counsel Kevin Harlow re service via NAR; instruct staff to mail hard copy per code	0.80	\$675.00	\$540.00
Service	09/01/2022	Review status of actions and strategize re case management.	1.00	\$750.00	\$750.00
Service	09/06/2022	Research Case posture and determine if status conference will go forward, research ROA in all class and PAGA actions, review calendar and prior orders issued	1.00	\$550.00	\$550.00
Service	09/13/2022	Prepare POS-010 Proof of Service of Summons; attach executed NAR; file in LA Sup. Ct; memo to firm re post service written discovery re paga action	0.70	\$675.00	\$472.50
Service	09/16/2022	Research requirements for Statement re status of removal, and determine pending lit deadlines in prep for drafting updated Sched. Report	0.50	\$550.00	\$275.00
Service	09/19/2022	Research status, draft Statement to State Court re removal, finalize, sent for service	1.00	\$550.00	\$550.00
Service	09/20/2022	Review case and claims, evaluate complaint, case notes, and docs	1.00	\$550.00	\$550.00
Service	09/20/2022	Review related Ortega action, review discovery served in that case, review mediation brief, begin prep of discovery requests in Diaz	1.00	\$550.00	\$550.00
Service	09/20/2022	Prep Set 1 discovery requests to Def (All forms including BW and PMK depo notice), final review, finalize and serve	1.50	\$550.00	\$825.00
Service	09/22/2022	Research ROA, scheduling order and all upcoming dates re class cert and mediation	0.50	\$550.00	\$275.00
Service	09/23/2022	Review documents in file for purposes of creating exhibit book and drafting correspondence re mediation demand	1.00	\$550.00	\$550.00

Service	09/23/2022	.Evaluate, organize and Bates Stamp all docs for Plaintiff Diaz and Plaintiff Stensberg	2.00	\$550.00	\$1,100.00
Service	09/23/2022	.Evaluate, organize and Bates Stamp all docs for Plaintiff Zebley	0.75	\$550.00	\$412.50
Service	09/23/2022	Review case notes and Ortega action in prep for drafting Mediation data Demand, draft	1.00	\$550.00	\$550.00
Service	09/26/2022	Advise PM re Scheduling Order issue and discuss discovery and mediation	0.50	\$550.00	\$275.00
Service	09/29/2022	Conference with Plaintiff Uribe. Review and analyze pay stubs for overtime claims. Analyze case file for arbitration agreement and other claims. Status update to 3 Plaintiffs.	2.70	\$850.00	\$2,295.00
Service	10/07/2022	Evaluate deadlines and central district standing orders, determine if P shall oppose Notice of Related Cases, determine judge issues	1.00	\$550.00	\$550.00
Service	10/13/2022	Analysis of arbitration issues; work on strategy for claims; memo to PM	0.50	\$950.00	\$475.00
Service	10/17/2022	Review documents and arb agreement and analyze; strategize re arb agreement issues and Def. correspondence.	1.00	\$750.00	\$750.00
Service	10/21/2022	Review and Analyze: review court's orders; review correspondence between parties; review mediation confirmation; advise PM and CJ	1.50	\$750.00	\$1,125.00
Service	10/25/2022	Evaluate all discovery responses from Def	0.75	\$550.00	\$412.50
Service	10/25/2022	Evaluate Def positions re arb and new rep, evaluate cert dates and mediation dates	0.75	\$550.00	\$412.50
Service	10/25/2022	Draft 37-1 letter to OPC	0.50	\$550.00	\$275.00
Service	10/25/2022	Review Def. responses to discovery and analyze and strategize.	0.50	\$750.00	\$375.00
Service	10/27/2022	Prepare for and conduct call with OPC re discovery and case progression	1.00	\$550.00	\$550.00
Service	10/27/2022	Advise NDB and PM re new rep issue and evaluate their positions re same	0.50	\$550.00	\$275.00
Service	10/27/2022	Strategize re discovery and class cert; advise team re the same.	0.50	\$750.00	\$375.00
Service	10/30/2022	Review file of additional rep Stensberg. Review and analyze wrongful termination claims. Conference with Plaintiff to discuss. Legal research regarding statute of limitations and DFEH claims.	3.50	\$850.00	\$2,975.00
Service	11/01/2022	Evaluate status of PAGA action for purposes of determining next steps re arb agreements	0.50	\$550.00	\$275.00

Service	11/01/2022	Review and Analyze: review court's orders and OSC; review jurisdiction; advise PM	1.50	\$750.00	\$1,125.00
Service	11/02/2022	Review and Analyze: review and analyze complaint, case notes, and documents; review correspondence between parties and review related case; conference of counsel with Defendant re Rule 26, correspondence to Def	2.10	\$750.00	\$1,575.00
Service	11/02/2022	Research deadlines related to class certification in light of case status and discovery, research orders from court re requirements for requesting continuances of cert, advise PM	1.00	\$550.00	\$550.00
Service	11/02/2022	Draft Joint Motion to continue cert	0.50	\$550.00	\$275.00
Service	11/04/2022	Review and Revise: review and revise CMC statement; review court's docket; correspondence to Def	0.50	\$750.00	\$375.00
Service	11/06/2022	Draft First Amended Complaint adding Plaintiff and additional claims including wrongful termination claims. Send to Plaintiff for approval. Call to discuss.	3.50	\$850.00	\$2,975.00
Service	11/07/2022	Review case and claims, advise PM and determine next steps in light of cert and mediation	1.00	\$550.00	\$550.00
Service	11/10/2022	Evaluate status of deadlines, status of plaitniffs and claims, and status of amending complaint, confer with PM and NDB	1.00	\$550.00	\$550.00
Service	11/10/2022	Revise Stipulation and Order re Case Management and dates, review Orders re dates and prior order re dates, determine which dates to continue, continue all dates including amend date such that it is congruent with other requested continued dates	1.50	\$550.00	\$825.00
Service	11/10/2022	Evaluate OPC position with respect to continuing dates, advise PM, revise stipulation and sent to OPC	1.00	\$550.00	\$550.00
Service	11/16/2022	Draft: draft joint rule 26f report; review case file and complaint; review documents; review correspondence between parties; advise PM	3.50	\$750.00	\$2,625.00
Service	11/17/2022	Confer w TG re amended complaint draft; review amended complaint/fed complaint; email to TG re same	0.50	\$675.00	\$337.50
Service	11/17/2022	Draft: draft amended complaint; review PAGA requirements; advise RE	2.30	\$750.00	\$1,725.00
Service	11/18/2022	Review revised amended complaint draft; legal research re DOE def's in federal court; email to TR re same	0.50	\$675.00	\$337.50
Service	11/18/2022	Review and Revise: review and revise joint CMC statement; finalize; advise GG	1.00	\$750.00	\$750.00
Service	12/06/2022	Review and Revise: review and revise mediation data request; review documents and data; review	2.50	\$750.00	\$1,875.00

		correspondence between parties; review complaint and amendments; advise PM			
Service	12/07/2022	Review and Revise: review and revise FAC; advise PM; correspondence to Def	1.00	\$750.00	\$750.00
Service	12/08/2022	Review and Analyze: review correspondence between parties; review discovery and discovery needs for mediation; correspondence to def	0.60	\$750.00	\$450.00
Service	12/21/2022	Legal research meal break claims and class certification issues. More legal research on federal enclave defense. Status update to Plaintiffs. Start to prepare for mediation.	4.10	\$850.00	\$3,485.00
Service	12/21/2022	Review research from staff; analysis of claims and facts; review status re mediation	1.00	\$950.00	\$950.00
Service	12/22/2022	Review file and analyze mediation prep status. Draft/ send corr to defense attorney re data production deficiencies.	2.00	\$895.00	\$1,790.00
Service	01/02/2023	Review and analyze data produced for mediation meditation purposes. Review court file and case docket. Analyze all discovery produced to date. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	01/04/2023	Review all pay stub exemplars for overtime and wage statement violations. Legal research regarding the same.	3.20	\$850.00	\$2,720.00
Service	01/06/2023	Review/analyze data produced to ascertain violation rates. Send payroll data to expert.	2.00	\$895.00	\$1,790.00
Service	01/06/2023	Calls with three Plaintiffs regarding mediation process and authority. Obtain background facts for mediation brief. Review individual claims. Call with Plaintiff Stensberg regarding individual wrongful termination claims and authority.	3.50	\$850.00	\$2,975.00
Service	01/09/2023	Draft mediation brief. Review and analyze facts and law and settlement issues.	5.50	\$850.00	\$4,675.00
Service	01/10/2023	Review data and documents for mediation; analysis of claims and facts; provide input; review mediation brief	1.00	\$950.00	\$950.00
Service	01/12/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	01/13/2023	Legal research regarding previous settlements with similar claims and workweeks for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	01/16/2023	Draft mediation brief.	6.00	\$895.00	\$5,370.00
Service	01/17/2023	Add individual claims to case notes, calculate damages, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/17/2023	Review and revise mediation brief; review exhibit book;	1.50	\$950.00	\$1,425.00

		advise AJ			
Service	01/18/2023	Finish drafting/review/revise/file mediation brief.	10.00	\$895.00	\$8,950.00
Service	01/18/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	01/19/2023	Review all exhibits to mediation brief. Review and analyze expert damage analysis and penalty report. Draft MOU for mediation. Analyze case demographics.	3.10	\$850.00	\$2,635.00
Service	01/19/2023	Review expert damage report; analysis of issues for mediation and settlement	0.50	\$950.00	\$475.00
Service	01/20/2023	Prep and appear for mediation. Negotiate MOU over zoom/phone/email.	12.00	\$895.00	\$10,740.00
Service	01/20/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	01/20/2023	Review AJ memo regarding mediation; review initial draft MOU	0.50	\$950.00	\$475.00
Service	01/23/2023	Review revised MOU; analysis of settlement issue raised by AJ; respond to AJ	0.75	\$950.00	\$712.50
Service	01/23/2023	Review MOU for final, analyze, advise Aj	1.75	\$995.00	\$1,741.25
Service	01/24/2023	Final MOU, analyze, advise PM re long form.	1.50	\$995.00	\$1,492.50
Service	01/25/2023	Review final revisions to OU and final MOU for execution; review emails with counsel	0.40	\$950.00	\$380.00
Service	01/25/2023	Review and analyze mediation notes and MOU terms. Send to four Plaintiffs for signatures. Follow up calls to discuss terms and obtain signatures.	1.70	\$850.00	\$1,445.00
Service	01/26/2023	Review/analyze corr from defendant re status update in PAGA matter. Review docket PAGA matter. Review draft CMC st. Analyze need for input. Prep for CMC. Review progress of finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	01/27/2023	Review status of action; draft Joint CMC report and circulate to defense.	1.00	\$750.00	\$750.00
Service	02/15/2023	Draft individual settlement agreement for Stensberg.	1.50	\$750.00	\$1,125.00
Service	02/16/2023	Draft settlement agreement; review and analyze MOU.	4.50	\$750.00	\$3,375.00
Service	02/27/2023	Review draft agreement, analyze re settlement issues.	2.00	\$995.00	\$1,990.00
Service	03/02/2023	Review team's memo to admin re settlement. Review MOU and analyze team's compliance with other work requirements to process settlement.	1.00	\$895.00	\$895.00
Service	03/02/2023	Review and revise long for settlement agreement; draft correspondence to defense counsel providing agreements; correspond with TPA regarding settlement administration cost bid.	1.50	\$750.00	\$1,125.00

Service	03/02/2023	Review draft agreement and cross check with MOU for compliance; review administration bid; advise PM	1.00	\$950.00	\$950.00
Service	03/03/2023	Review draft agreement and Admin bid; advise PM	1.00	\$950.00	\$950.00
Service	03/07/2023	Review status of settlement agreement; correspond with defense counsel re the same.	0.30	\$750.00	\$225.00
Service	03/08/2023	Review revisions to Agreement; advise PM; review Admin issues; email Admin	2.00	\$950.00	\$1,900.00
Service	03/09/2023	Review status and advise staff; review emails and stip from PM; review email from NBB and respond	0.50	\$950.00	\$475.00
Service	03/09/2023	Final Settlement Agreement. Advise KN.	2.50	\$995.00	\$2,487.50
Service	03/09/2023	Strategize re amended consolidated complaint; review and revise stipulation to remand action to state court; correspond with defense regarding the same; review Def. revisions to settlement agreement.	1.50	\$750.00	\$1,125.00
Service	03/14/2023	Review status of settlement; review status of stipulations to remand action; correspond with Def. counsel re the same.	0.30	\$750.00	\$225.00
Service	03/20/2023	Review/analyze ORDER APPROVING STIPULATION TO REMAND ACTION TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES. Analyze next steps to comply with Court orders/process settlement.	2.00	\$895.00	\$1,790.00
Service	03/21/2023	Review issue re client; advise PM	0.30	\$950.00	\$285.00
Service	03/21/2023	Review and Revise: review and revise complaint; draft amendments; review court's orders and dockets; review settlement agreement; review documents; draft stipulation to amend complaint; correspondence to def	3.00	\$750.00	\$2,250.00
Service	03/21/2023	telephone conference with plaintiff; correspondence to plaintiff; review plaintiff's documents and arbitration agreement; advise NDB	0.90	\$750.00	\$675.00
Service	03/21/2023	Review/analyze a stipulation for leave to file a first amended complaint and draft FAC for conformance with MOU/settlement agreement/Court rules.	2.00	\$895.00	\$1,790.00
Service	03/22/2023	Review/analyze revised paragraph 129 in long form and assess conformity w/ MOU.	1.00	\$895.00	\$895.00
Service	03/22/2023	Review draft amended complaint; advise staff	0.50	\$950.00	\$475.00
Service	03/24/2023	Review and Revise: review and revise stipulation; correspondence to Def	0.70	\$750.00	\$525.00
Service	03/27/2023	Review status; review last issues for agreement; work on exhibits	2.00	\$950.00	\$1,900.00
Service	03/27/2023	Review status of settlement agreement and	0.50	\$750.00	\$375.00

		communications with defense counsel; strategize re settlement agreement and approval motion.			
Service	03/28/2023	Emails with staff re amended complaint and status	0.30	\$950.00	\$285.00
Service	03/28/2023	draft Exhibits to Agreement; research issues; email drafts to the Defendant	4.75	\$950.00	\$4,512.50
Service	03/28/2023	Review and Analyze: review stipulation; review court's orders and docket; advise PM and KN	0.50	\$750.00	\$375.00
Service	03/30/2023	Review, revise and finalize amended complaint for filing; review docket and stipulation for leave to amend.	0.75	\$750.00	\$562.50
Service	03/31/2023	Review status; review draft exhibits; email Defendant	0.50	\$950.00	\$475.00
Service	03/31/2023	Review and revise exhibits for final	1.00	\$950.00	\$950.00
Service	03/31/2023	Review agreement, analyze to sign and file prelim.	2.00	\$995.00	\$1,990.00
Service	04/03/2023	Review and revise agreement; email Defendant	1.50	\$950.00	\$1,425.00
Service	04/04/2023	Review Defendant email and revisions to Agreement; perform final review and prepare final Agreement; email Def; memo to staff	1.00	\$950.00	\$950.00
Service	04/04/2023	Review agreement for final, analyze, advise KN.	2.50	\$995.00	\$2,487.50
Service	04/04/2023	Review settlement agreement terms for conformity with MOU. Send to four Plaintiffs for signatures. Follow up to discuss approval process and obtain signatures.	1.50	\$850.00	\$1,275.00
Service	04/05/2023	Prepare signed agreement; email to Defendant; review response from Defendant; prepare Defendant's signature into Agreement	0.75	\$950.00	\$712.50
Service	04/05/2023	Review MOU/mediation brief/mediation notes/exposure charts/advise partner of Kullar analysis.	3.00	\$895.00	\$2,685.00
Service	05/30/2023	Receipt and Review of Correspondence: review correspondence from Def; review court's order and docket; draft joint statement; advise PM	2.00	\$750.00	\$1,500.00
Service	06/01/2023	conference of counsel re CMC statement; review and revise CMC statement; advise PM and KN; review declaration ISO prelim approval	1.60	\$750.00	\$1,200.00
Service	06/01/2023	Review/analyze defendant's edits to cmc st. Prep for cmc.	1.00	\$895.00	\$895.00
Service	06/09/2023	Prepare for and appear at CMC hearing	1.50	\$550.00	\$825.00
Service	07/28/2023	Receipt and Review of Correspondence: review correspondence between parties; review status of settlement and preliminary approval; correspondence to Def; review declaration re settlement	0.40	\$750.00	\$300.00
Service	07/31/2023	Work on settlement approval issues; analysis of Kullar	2.50	\$950.00	\$2,375.00

		valuation issues; outline motion			
Service	08/02/2023	Review/analyze questions from partner re sampling methodology ; and review/analyze responses from staff. Analyze next steps to resolve issue..	2.00	\$895.00	\$1,790.00
Service	08/02/2023	Draft motion for preliminary approval; research issues; work on approval issues; review data information and Kullar valuation; memo to staff; email draft motion to Def	6.75	\$950.00	\$6,412.50
Service	08/02/2023	Review correspondence re prelim approval motion; review draft motion; review expert report and advise KN re mediation discovery scope.	1.00	\$750.00	\$750.00
Service	08/02/2023	Research ROA, evaluate hearing dated and time, advise KN re same	0.50	\$550.00	\$275.00
Service	08/03/2023	Review prelim motion, analyze approval issues.	2.00	\$995.00	\$1,990.00
Service	09/05/2023	Review file; draft declaration of Rebekah Diaz in support of preliminary approval/service award request; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	09/05/2023	Review file; draft declaration of Randi Stensberg in support of preliminary approval/service award request; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	09/05/2023	Review file; draft declaration of Rafael Uribe in support of preliminary approval/service award request; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	09/05/2023	Review file; draft declaration of Virginia Zebley in support of preliminary approval/service award request; email to client re draft declaration	1.25	\$675.00	\$843.75
Service	09/06/2023	Email to plaintiff randi stensberg re status of action; final approval hearing	0.30	\$675.00	\$202.50
Service	09/06/2023	Draft declaration ISO MPA; work on Kullar valuation detail	1.75	\$950.00	\$1,662.50
Service	09/07/2023	Draft declaration ISO motion; prepare exhibits	2.50	\$950.00	\$2,375.00
Service	09/07/2023	Review and revise Motion for preliminary approval for final; file and serve; serve LWDA; email Def	2.00	\$950.00	\$1,900.00
Service	09/07/2023	Review and revise motion for final approval; prepare final documents; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
Service	09/07/2023	Review prelim approval motion for final, analyze, final.	2.00	\$995.00	\$1,990.00
Service	10/04/2023	Court appearance - motion for preliminary approval; prepare for hearing; memo to file	1.00	\$950.00	\$950.00
Service	10/04/2023	Review Court Order; review documents and prepare for Admin; memo to Admin; schedule next steps	0.75	\$950.00	\$712.50

Service	10/05/2023	Review status of settlement and review files; emails with PM	0.50	\$950.00	\$475.00
Service	10/05/2023	Review correspondences re individual settlement agreement; finalize individual settlement agreement and correspond with Def. re the same.	0.50	\$750.00	\$375.00
Service	10/06/2023	Review Admin email and proposed timeline; cross check dates; respond	0.40	\$950.00	\$380.00
Service	10/24/2023	Review status and formatted notice; research issue re class period end date; emails with Admin and Def	0.75	\$950.00	\$712.50
Service	10/26/2023	Draft stipulation; discuss with Def; review status and agreement	1.00	\$950.00	\$950.00
Service	10/30/2023	Review and revise stip for final; file and serve stipulation regarding class period	1.00	\$950.00	\$950.00
Service	10/31/2023	Review signed Order; memo to Admin; review updated Class Notice and respond.	1.00	\$950.00	\$950.00
Service	11/13/2023	Review status; review emails; review Admin report	0.30	\$950.00	\$285.00
Service	11/17/2023	Review status; review Admin report	0.30	\$950.00	\$285.00
Service	11/20/2023	Review issue re date in notice; review documents and respond to emails; review curative letter; respond	1.00	\$950.00	\$950.00
Service	12/12/2023	Receipt and Review of Correspondence: review correspondence from Plaintiff; advise PM	0.30	\$750.00	\$225.00
Service	12/22/2023	Review status; review Admin report	0.25	\$950.00	\$237.50
Service	01/10/2024	Correspondence with class members regarding settlement status and notices.	0.70	\$850.00	\$595.00
Service	01/25/2024	Correspondence with class members regarding settlement. Review court docket and case file. Status update to Plaintiffs.	0.90	\$850.00	\$765.00
Service	03/15/2024	Draft, review, revise final approval motion; review billing and costs.	2.00	\$750.00	\$1,500.00
Service	03/18/2024	Review and revise draft motion; review information from PM and co-counsel; revise and redline draft Admin declaration; review and revise proposed order; review status and next steps; update approval outline.	3.00	\$950.00	\$2,850.00
Service	03/22/2024	Review revised Admin declaration; respond to Admin regarding final issue; review final executed declaration and prepare format for filing	0.70	\$950.00	\$665.00
Service	03/22/2024	Review billing statement; finalize costs; review billing entries for accuracy	1.00	\$950.00	\$950.00
Service	03/22/2024	Review stipulation re class and PAGA period and analyze; draft declaration in support of final approval;	4.00	\$750.00	\$3,000.00

		review revisions to final approval motion; prepare tables for final approval motion.			
Service	03/25/2024	Review and revise declaration; prepare exhibits	1.00	\$950.00	\$950.00
Service	03/25/2024	Revise motion for final; update final figures; file and serve motion; serve LWDA	2.75	\$950.00	\$2,612.50
Services Subtotal				\$232,993.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/10/2022	Onelegal/Filing Fee	1.00	\$1,494.53	\$1,494.53
Expense	05/26/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	06/06/2022	One Legal filing fee	1.00	\$17.19	\$17.19
Expense	07/11/2022	Onelegal/Filing Fee	1.00	\$465.03	\$465.03
Expense	09/13/2022	Onelegal Fee/Filing Fee	1.00	\$17.19	\$17.19
Expense	09/14/2022	Onelegal/Filing Fee	1.00	\$41.95	\$41.95
Expense	09/16/2022	Mediation Fees - David Rotman.	1.00	\$13,250.00	\$13,250.00
Expense	09/19/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	01/25/2023	Berger Consulting	1.00	\$6,000.00	\$6,000.00
Expense	03/29/2023	court filing via One Legal	1.00	\$38.25	\$38.25
Expense	03/29/2023	One Legal Filing Fee	1.00	\$13.33	\$13.33
Expense	03/30/2023	One Legal Filing Fee	1.00	\$17.66	\$17.66
Expense	03/30/2023	One Legal Filing Fee	1.00	\$17.66	\$17.66
Expense	04/03/2023	Lexis Nexis	1.00	\$50.00	\$50.00
Expense	05/01/2023	Lexis Nexis	1.00	\$1,154.00	\$1,154.00
Expense	06/02/2023	Lexisnexis	1.00	\$473.00	\$473.00
Expense	07/03/2023	Lexis Nexis	1.00	\$451.00	\$451.00
Expense	08/02/2023	LexisNexis	1.00	\$429.00	\$429.00
Expense	09/01/2023	Lexis Nexis	1.00	\$813.00	\$813.00
Expense	10/02/2023	LexisNexis	1.00	\$769.00	\$769.00
Expense	10/04/2023	One legal filing charge	1.00	\$17.66	\$17.66
Expense	10/05/2023	One legal charge	1.00	\$51.48	\$51.48

Expense	10/31/2023	Filing fee - One legal charge - Stip	1.00	\$38.25	\$38.25
Expense	12/03/2023	LexisNexis	1.00	\$671.00	\$671.00
Expense	12/08/2023	Case Anywhere.	1.00	\$207.24	\$207.24
Expense	01/02/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	02/05/2024	LexisNexis	1.00	\$495.00	\$495.00
Expense	03/04/2024	LexisNexis	1.00	\$682.00	\$682.00
Expense	03/05/2024	Case Anywhere Fees.	1.00	\$147.00	\$147.00
Expense	03/25/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$28,575.80	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	46.0	\$895.00	\$41,170.00
Norm Blumenthal	16.25	\$995.00	\$16,168.75
Scott Blumenthal	16.0	\$450.00	\$7,200.00
Nicholas De Blouw	47.4	\$850.00	\$40,290.00
Ricardo Ehmann	13.0	\$675.00	\$8,775.00
Charlotte James	34.0	\$550.00	\$18,700.00
Piya Mukherjee	32.85	\$750.00	\$24,637.50
Kyle Nordrehaug	58.45	\$950.00	\$55,527.50
Victoria Rivapalacio	25.9	\$750.00	\$19,425.00
Karla Horne	4.4	\$250.00	\$1,100.00
Subtotal			\$261,569.55
Total			\$261,569.55

Amount Due	Payments Received	Balance Due
\$261,569.55	\$0.00	\$261,569.55

Outstanding Balance	\$261,569.55
Total Amount Outstanding	\$261,569.55

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

Please pay within 30 days.

EXHIBIT #5

LAFFEY MATRIX

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

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

* $i_{\frac{1}{2}}$ 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

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Telephone: (858) 551-1223

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT SERVICES
LLC, a limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV15413
[Consolidated with Case No.
22STCV22205]

**DECLARATION OF REBEKAH DIAZ
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 4, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: SS-1

Date Filed: May 10, 2022

Trial Date: Not set

1 I, Rebekah Diaz, declare as follows:

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

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

9 3. I worked for Loyal Source Government Services LLC ("Loyal Source") in California
10 from September of 2021 to November 4, 2021 and was classified by Loyal Source as an hourly,
11 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
23 example, the wage statements issued to me by Loyal Source were inaccurate because, for
24 instance, they did not correctly itemize the total amount of hours I worked. Loyal Source also
25 had deficient meal and rest period policies in place. For example, Loyal Source's rest period
26 policy stated I was to remain on the company premises during rest breaks. I should have received
27

1 duty-free rest periods including the ability to leave the premises if I chose to do so.

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

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

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

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by Loyal Source to defend this lawsuit.
2 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
3 could hold it against me or downgrade me as a potential hire. As one of only four named
4 Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued
5 a former employer for labor law violations. Ultimately I decided these risks were worth it and
6 decided to fight for my rights and the rights of others regardless of the risks, time and effort I
7 spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
10 kept up to date on important developments by reviewing court filings that were made available to
11 me electronically as I described above.
12

13 11. A mediation took place on January 20, 2023 with David A. Rotman, a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to reach an agreement to settle the action. I communicated with my attorneys
16 regarding the terms of the settlement which was reached between the parties and understood that
17 I was representing absent class members and therefore wanted the best possible result to be
18 obtained for the class members and I believe a very positive result was in fact achieved via
19 settlement. I reviewed and signed the Memorandum of Understanding on January 25, 2023 and
20 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
21 I signed on April 5, 2023.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 30-40 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date, and will continue to do so. I have and
3 always will maintain the best interest of the class members.

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

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

17
18 15. As part of the settlement it was necessary for me to sign a general release of all
19 claims I may have against Loyal Source. I believe the Class Representative Service Payment I
20 have requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by
23 suing a former employer, the exposure to being responsible for paying Loyal Source's costs in
24 the event we did not win the case, the reputational risk that future employers may hold this
25 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
26 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

3 Executed on Sep 5, 2023, at Wimauma FL
4 (city, state)

5 
6 Rebekah Diaz (Sep 5, 2023 19:03 EDT)
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Rebekah Diaz

EXHIBIT #7

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT SERVICES
LLC, a limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV15413

[Consolidated with Case No.
22STCV22205]

**DECLARATION OF RAFAEL URIBE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 4, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: SS-1

Date Filed: May 10, 2022

Trial Date: Not set

1 I, Rafael Uribe, declare as follows:

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

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

9 3. I have worked for Loyal Source Government Services LLC (“Loyal Source”) in
10 California since November of 2019 and have been classified by Loyal Source as an hourly, non-
11 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
23 example, the wage statements issued to me by Loyal Source were inaccurate because, for
24 instance, they did not correctly itemize the total amount of hours I worked. Loyal Source also
25 had deficient meal and rest period policies in place. For example, Loyal Source’s rest period
26 policy stated I was to remain on the company premises during rest breaks. I should have received
27

1 duty-free rest periods including the ability to leave the premises if I chose to do so.

2 6. I spoke to my attorneys several times and discussed how Loyal Source implemented its
3 company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the amended
5 complaint before it was filed and after it was filed I was given access to an electronic file sharing
6 program that included past filings in the case and alerted me via email when important
7 documents were filed so that I could review them and keep up with the developments in the case
8 which I understood was one of my duties as a class representative. I would also contact my
9 attorneys from time to time if I had any questions about the case.
10

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

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

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by Loyal Source to defend this lawsuit.
2 Also, I know there is a risk that future employers, if they ever find out about this lawsuit, could
3 hold it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in
4 this case it would not be difficult for a future employer to become aware that I sued my employer
5 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for
6 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
7

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

11 11. A mediation took place on January 20, 2023 with David A. Rotman, a well-
12 respected and experienced mediator of wage and hour class actions. After the mediation the
13 parties were able to reach an agreement to settle the action. I communicated with my attorneys
14 regarding the terms of the settlement which was reached between the parties and understood that
15 I was representing absent class members and therefore wanted the best possible result to be
16 obtained for the class members and I believe a very positive result was in fact achieved via
17 settlement. I reviewed and signed the Memorandum of Understanding on January 25, 2023 and
18 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
19 I signed on April 4, 2023.
20

21 12. I have been actively involved with this lawsuit performing the duties described above.
22 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
23 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
24 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
25 up until this point. I believe I have been diligent and have done what is expected of a named
26
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1 plaintiff and a proposed class representative to date, and will continue to do so. I have and
2 always will maintain the best interest of the class members.

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

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

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

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing my employer, the exposure to being responsible for paying Loyal Source's costs in the
23 event we did not win the case, the reputational risk that future employers may hold this lawsuit
24 against me, the general release, and in light of the size of the settlement, I believe the request for
25 \$10,000 as a Class Representative service payment is fair and reasonable.

26 ///

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

3 Executed on Sep 5, 2023, at Imperial Beach, CA
4 (city, state)

5 Rafael Uribe

6 Rafael Uribe (Sep 5, 2023 18:58 MDT)

Rafael Uribe

EXHIBIT #8

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Kyle R. Nordrehaug (SBN 205975)

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Telephone: (858) 551-1223

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT SERVICES
LLC, a limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV15413

[Consolidated with Case No.
22STCV22205]

**DECLARATION OF VIRGINIA
ZEBLEY IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: October 4, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice

Dept: SS-1

Date Filed: May 10, 2022

Trial Date: Not set

1 I, Virginia Zebley, declare as follows:

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

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

9 3. I have worked for Loyal Source Government Services LLC (“Loyal Source”) in
10 California since November of 2019 and have been classified by Loyal Source as an hourly, non-
11 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
23 example, the wage statements issued to me by Loyal Source were inaccurate because, for
24 instance, they did not correctly itemize the total amount of hours I worked. Loyal Source also
25 had deficient meal and rest period policies in place. For example, Loyal Source’s rest period
26 policy stated I was to remain on the company premises during rest breaks. I should have received
27

1 duty-free rest periods including the ability to leave the premises if I chose to do so.

2 6. I spoke to my attorneys several times and discussed how Loyal Source implemented its
3 company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the amended
5 complaint before it was filed and after it was filed I was given access to an electronic file sharing
6 program that included past filings in the case and alerted me via email when important
7 documents were filed so that I could review them and keep up with the developments in the case
8 which I understood was one of my duties as a class representative. I would also contact my
9 attorneys from time to time if I had any questions about the case.
10

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

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

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by Loyal Source to defend this lawsuit.
2 Also, I know there is a risk that future employers, if they ever find out about this lawsuit, could
3 hold it against me or downgrade me as a potential hire. As one of only four named Plaintiffs in
4 this case it would not be difficult for a future employer to become aware that I sued my employer
5 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for
6 my rights and the rights of others regardless of the risks, time and effort I spent on this case.
7

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

11 11. A mediation took place on January 20, 2023 with David A. Rotman, a well-
12 respected and experienced mediator of wage and hour class actions. After the mediation the
13 parties were able to reach an agreement to settle the action. I communicated with my attorneys
14 regarding the terms of the settlement which was reached between the parties and understood that
15 I was representing absent class members and therefore wanted the best possible result to be
16 obtained for the class members and I believe a very positive result was in fact achieved via
17 settlement. I reviewed and signed the Memorandum of Understanding on January 26, 2023 and
18 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
19 I signed on April 4, 2023.
20

21 12. I have been actively involved with this lawsuit performing the duties described above.
22 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
23 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
24 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
25 up until this point. I believe I have been diligent and have done what is expected of a named
26
27

1 plaintiff and a proposed class representative to date, and will continue to do so. I have and
2 always will maintain the best interest of the class members.

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

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

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

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing my employer, the exposure to being responsible for paying Loyal Source's costs in the
23 event we did not win the case, the reputational risk that future employers may hold this lawsuit
24 against me, the general release, and in light of the size of the settlement, I believe the request for
25 \$10,000 as a Class Representative service payment is fair and reasonable.

26 ///

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

3 Executed on Sep 5, 2023, at Fallbrook, California
4 (city, state)

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6 Virginia Zebley (Sep 5, 2023 16:01 PDT)
7 Virginia Zebley
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EXHIBIT #9

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN 068687)

Kyle R. Nordrehaug (SBN 205975)

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2255 Calle Clara

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Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

REBEKAH DIAZ, RANDI STENSBERG,
RAFAEL URIBE, and VIRGINIA ZEBLEY,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

LOYAL SOURCE GOVERNMENT SERVICES
LLC, a limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22STCV15413

[Consolidated with Case No.
22STCV22205]

**DECLARATION OF RANDI
STENSBERG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 4, 2023

Hearing Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept: SS-1

Date Filed: May 10, 2022

Trial Date: Not set

1 I, Randi Stensberg, declare as follows:

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

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

9 3. I worked for Loyal Source Government Services LLC ("Loyal Source") in California
10 from September of 2019 to August of 2021 and was classified by Loyal Source as an hourly,
11 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
23 example, the wage statements issued to me by Loyal Source were inaccurate because, for
24 instance, they did not correctly itemize the total amount of hours I worked. Loyal Source also
25 had deficient meal and rest period policies in place. For example, Loyal Source's rest period
26 policy stated I was to remain on the company premises during rest breaks. I should have received
27

1 duty-free rest periods including the ability to leave the premises if I chose to do so.

2 6. I spoke to my attorneys several times and discussed how Loyal Source implemented its
3 company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the amended
5 complaint before it was filed and after it was filed I was given access to an electronic file sharing
6 program that included past filings in the case and alerted me via email when important
7 documents were filed so that I could review them and keep up with the developments in the case
8 which I understood was one of my duties as a class representative. I would also contact my
9 attorneys from time to time if I had any questions about the case.
10

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

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

25 9. I understood that being a part of this lawsuit involved risks. For example, my
26 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
27

1 pay for all or part of the attorney fees and costs paid by Loyal Source to defend this lawsuit.
2 Also, I knew there was a risk that future employers, if they ever found out about this lawsuit,
3 could hold it against me or downgrade me as a potential hire. As one of only four named
4 Plaintiffs in this case it would not be difficult for a future employer to become aware that I sued
5 a former employer for labor law violations. Ultimately I decided these risks were worth it and
6 decided to fight for my rights and the rights of others regardless of the risks, time and effort I
7 spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
10 kept up to date on important developments by reviewing court filings that were made available to
11 me electronically as I described above.
12

13 11. A mediation took place on January 20, 2023 with David A. Rotman, a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to reach an agreement to settle the action. I communicated with my attorneys
16 regarding the terms of the settlement which was reached between the parties and understood that
17 I was representing absent class members and therefore wanted the best possible result to be
18 obtained for the class members and I believe a very positive result was in fact achieved via
19 settlement. I reviewed and signed the Memorandum of Understanding on January 25, 2023 and
20 when the final settlement papers were ready, I closely reviewed the Settlement Agreement which
21 I signed on April 4, 2023.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
26 the settlement process. I estimate that I spent approximately 20-30 hours working on this case
27

1 up until this point. I believe I have been diligent and have done what is expected of a named
2 plaintiff and a proposed class representative to date, and will continue to do so. I have and
3 always will maintain the best interest of the class members.

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

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

17
18 15. As part of the settlement it was necessary for me to sign a general release of all
19 claims I may have against Loyal Source. I believe the Class Representative Service Payment I
20 have requested provides me with some compensation for this agreed release.

21
22 16. In light of all the time and effort I have spent on this case, the risk I undertook by
23 suing a former employer, the exposure to being responsible for paying Loyal Source's costs in
24 the event we did not win the case, the reputational risk that future employers may hold this
25 lawsuit against me, the general release, and in light of the size of the settlement, I believe the
26 request for \$10,000 as a Class Representative service payment is fair and reasonable.

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

3 Executed on Sep 5, 2023, at Alpine, CA.
4 (city, state)

5 *Randi Stensberg*

6 Randi Stensberg (Sep 5, 2023 19:11 PDT)

Randi Stensberg