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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NAPA**

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

Plaintiffs,

vs.

DOMAINE CHANDON, INC., a
Corporation; NEWTON VINEYARD
LLC; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **22CV001128**
[Consolidated with Case No. 22CV001500]

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

Hearing Date: February 11, 2025
Hearing Time: 8:30 a.m.
[Hearing set by Orders dated October 10, 2024 and
October 24, 2024]

Judge: Hon. Cynthia P. Smith
Courtroom: A

Date Action Filed: September 27, 2023
Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Chandon, Inc. and Newton Vineyard LLC (“Defendants”) reached a full and final settlement of the
2 above-captioned action, which is embodied in the Agreement filed concurrently with the Court. As
3 consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants is Eight
4 Hundred Thousand Dollars (\$800,000.00). (Agreement at ¶ 1.22.) Under the Settlement, the Gross
5 Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to
6 the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses
7 Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the
8 Plaintiff; and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.)

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

12 (c) Defendants shall fund the Gross Settlement Amount and the amount necessary to pay payroll
13 taxes no later than 14 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual
14 Class Payments to Participating Class Members along with the other Court-approved distributions shall
15 be made within 14 days after the Defendants funds the settlement. (Agreement at ¶ 5.1.)

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

26 (e) Class Members may choose to opt-out of the Settlement by following the directions in the
27 Class Notice. (Agreement at ¶ 8.5, Ex. A.) The Class Notice provides that Class Members shall have
28 sixty (60) days from the date that the Class Notice is mailed to them (the “Response Deadline”) to request

1 exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.42, 8.5, 8.7.) All Class Members
2 who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement
3 and will be entitled to receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved
4 Employees, including those who submit an opt-out request, will still be paid their allocation of the PAGA
5 Penalties and will remain subject to the release of the Released PAGA Claims regardless of their request
6 for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice advises the Class Members
7 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
8 Ex. A.)

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

14 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
15 (Agreement at ¶ 1.2) (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration
16 in an amount not to exceed \$13,000. (Agreement at ¶ 3.2(c).) As set forth in the Cassandra Politics
17 Declaration. at ¶ 19, the Administration Expenses Payment, including fees and costs incurred to-date, as
18 well as anticipated fees and costs for completion of the settlement administration, are \$11,495.

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

27 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
28 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section

2698, *et seq.* ("PAGA"). The PAGA Penalties are \$40,000, to be allocated 75% (\$30,000) to the LWDA PAGA Payment and 25% (\$10,000) to the Individual PAGA Payments. (Agreement at ¶ 3.2(d).) The Individual PAGA Payments will be calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

(j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for the same reasons the Court granted preliminary approval of the Settlement. (Preliminary Approval Order at ¶3.) In sum, the Settlement valued at \$800,000 is an excellent result for the Class. This result is particularly favorable in light of the fact that liability and class certification in this case were far from certain. Given the complexities of this case, the defenses asserted, the risk of class certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally approved.

4. Procedural status of the settlement - In accordance with the Preliminary Approval Order dated October 24, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On November 15, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided each class member with the terms of the Settlement, including notice of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how individual settlement awards would be calculated, and the specific, estimated payment amount to that individual. See Declaration of Cassandra Polities. In disseminating the notice, the Administrator followed the notice procedures authorized by the Court in its Preliminary Approval Order. To date, there have been no objections and no requests for exclusion. As such, the entire Class will participate in the Settlement and will be sent a settlement check. The Response Deadline is January 14, 2024. The final Administration figures are still being prepared and and final

Administration figures will be set forth in forthcoming Declaration of Cassandra Polities to be filed in advance of the hearing on this motion.

5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other Class Members were not properly paid all 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 Plaintiff and the other Class Members by virtue of the foregoing claims.

6. Procedural History of the Litigation

(a) On July 8, 2022, Plaintiff filed with the LWDA and served on Defendants 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. On September 27, 2022, Plaintiff filed with the LWDA and served on Defendants an amended 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 September 27, 2022, Plaintiff filed a class action Complaint against Defendants in the Superior Court of the State of California, County of Napa. This class action Complaint asserted class claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (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; (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, and 246; and, (10) failure to provide

1 gratuities in violation of California Labor § 351. On December 6, 2022, Plaintiff filed a separate
2 Representative Action Complaint against Defendants (the "PAGA Action") which asserted one cause of
3 action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of
4 Labor Code §§ 201, 202, 203, 204 et seq., 210, 212, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512,
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, and California Code of Regulations, Title 8, Section 1
6 1070(14) (Failure to Provide Seating), and the Applicable Wage Orders.

7 (c) On January 19, 2024, Plaintiff filed a First Amended Consolidated Class and Representative
8 Action Complaint, which consolidated the claims alleged in this Action and the separately filed PAGA
9 Action. The First Amended Consolidated Class and Representative Action Complaint is the operative
10 complaint in the Action (the "Operative Complaint").

11 (d) Over the course of litigation, the Parties engaged in the investigation of the claims, including
12 informal discovery and the production of documents, class data, and other information, allowing for the
13 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
14 mediation obtained by Plaintiff included: (1) data concerning the class; (2) a 10% sampling of payroll data
15 and time punch data for the Class covering 10,186 shifts; (3) Defendants' wage and hour policies; (4) the
16 employment files for the Plaintiff; and, (5) samples of wage statements provided by Defendants. As such,
17 Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert
18 to prepare the valuations of the claims for the Class.

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

25 (f) Plaintiff and Defendants agreed to discuss resolution of the Action through a mediation. Prior
26 to mediation, the Parties engaged in the above investigation and the exchange of documents and
27 information in connection with the Action. On August 3, 2023, the Parties participated in an all-day
28 mediation presided over by Louis Marlin, a respected and experienced mediator of wage and hour class

1 actions. Following the mediation, the Parties agreed to settle the Action based upon a mediator's proposal
2 which was memorialized in the form of a Memorandum of Understanding. The Parties then negotiated
3 the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
4 length and contentious.

5 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of any
6 kind associated with the claims alleged in the Action and further deny that, for any purpose other than
7 settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
8 among other things, that they have complied at all times with the California Labor Code, applicable Wage
9 Order, and all other laws and regulations. Further, Defendants contend that class certification is
10 inappropriate for any reason other than for settlement. Plaintiff contends that Defendants violated
11 California wage and hour laws. Plaintiff further contends that the Action is appropriate for class
12 certification on the basis that the claims meet the requisites for class certification. Without admitting that
13 class certification is proper, Defendants have stipulated that the above Class may be certified for
14 settlement purposes only. (Agreement at ¶ 13.1.) The Parties agree that certification for settlement
15 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
16 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
17 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
18 certification with respect to the Class are satisfied.

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

1 circumstances, including the risk of significant delay, defenses asserted by Defendants, and potential
2 appellate issues.

3
4 7. History of Settlement Discussions

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

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

20 (c) From August 2023 to June 2024, the settlement agreement and exhibits thereto were
21 finalized and executed, and then presented by motion to this Court for preliminary approval. On October
22 24, 2024, the Court issued its Order granting preliminary approved of the settlement.

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

25
26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendants present serious threats to the claims of the
28 Plaintiff and the other Class Members. Defendants asserted that Defendants' practices complied with all

1 applicable Labor laws. Defendants argued that Class Members were paid for all time worked and that
2 all work time was properly recorded. Defendants maintained there was no miscalculation of the regular
3 rate when paying wages to the Plaintiff and the Class. Defendants contend that their meal and rest period
4 policies fully complied with California law and that Defendants did not fail to provide the opportunity
5 for legally required meal and rest breaks. Defendants contend that there was no failure to pay for business
6 expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was
7 not legally required. Finally, Defendants could argue that the Supreme Court decision in *Brinker v.*
8 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class
9 certifiability as to the meal and rest period claims. Defendants also argue that based on their facially
10 lawful practices, Defendants acted in good faith and without willfulness, which if accepted would negate
11 the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum*
12 *Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed
13 it was providing a complete and accurate wage statement in compliance with the requirements of section
14 226, then it has not knowingly and intentionally failed to comply with the wage statement law.") If
15 successful, Defendants' defenses could eliminate or substantially reduce any recovery to the Class. While
16 Plaintiff believes that these defenses could be overcome, Defendants maintain these defenses have merit
17 and therefore present a serious risk to recovery by the Class.

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

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

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
17 to Plaintiff's claims. The Declaration of Nordrehaug submitted in support of preliminary approval
18 discussed the value of the class claims in detail. Based upon 432 Class Members who worked 26,191
19 work weeks, the Gross Settlement Amount provides an average value of \$1,851 per Class Member and
20 \$30.54 per workweek and after deductions the Net Settlement Amount provides an average recovery of
21 \$1036.66 per Class Member and a recovery of \$17.09 per workweek. The calculations to compensate
22 for the amount due for the Class at the time of the mediation were calculated by Berger Consulting,
23 Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff used the
24 expert to analyze the data and determine the potential unpaid wages for the employees. The maximum
25 potential damages were calculated to be \$4,610 for the alleged unpaid wages due to rounding practices,
26 \$787,490 for the alleged unpaid wages for off-the-clock work at one hour per week, \$40,289 for the
27 alleged underpaid meal premiums and sick pay due to the miscalculation of the result rate, \$349,898
28 for alleged meal period damages based upon a 16.7% potential violation rate for all shifts worked

1 observed in the time records and after deduction for meal premiums paid by Defendants, \$437,291 for
2 alleged rest period damages based upon the same 16.7% potential violation rate for shifts worked,
3 \$33,090 for alleged unreimbursed cell-phone expenses at \$5 per month. As a result, the total damage
4 valuation was calculated that Defendants were subject to a maximum damage claim in the amount of
5 \$1,652,667. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a
6 maximum of between \$546,834 and \$1,327,213, and potential maximum wage statement penalties were
7 between \$302,550 and \$511,050, both depending on the predicate violation giving rise to the penalty.¹
8 Defendants vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross
9 Settlement Amount of \$800,000 represents more than 48% of the maximum value of the alleged damages
10 at issue in this case at the time this Settlement was negotiated.² Importantly, the recent decision that good
11 faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056,
12 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if
13 wages were owed to the Class. The above maximum calculations should then be realistically risk
14 adjusted in consideration for both the risk of class certification and the risk of establishing class-wide
15 liability on all claims. Given the amount of the settlement as compared to the potential value of claims
16 in this case and the defenses asserted by Defendants, this settlement is fair and reasonable.³ Clearly, the

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

25 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
26 Plaintiff did not include the PAGA claim in this discussion of the value of the class claims. The PAGA
27 claim was addressed in the Motion for Preliminary Approval in the Declaration of Nordrehaug at ¶33.

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

1 goal of this litigation has 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 Defendants asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocations
5 will be set forth in the forthcoming Declaration of Cassandra Polities. 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, Plaintiff would
9 prevail against the Defendants' factual and legal defenses. While Plaintiff and Class Counsel believe in
10 the merits of the claims, Defendants have 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 Plaintiff's 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 common
18 fund settlement to be paid by Defendants to the Class in the amount of Eight Hundred Thousand Dollars
19 (\$800,000.00). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award
20 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
21 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
22 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

23 (b) In the class action context, that means "attempting to award the fee that informed private
24 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining between
25 experienced counsel and Defendants resulted in Defendants negotiating the fee award to one-third of the
26 Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.

27
28 _____
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate market value of the award requested.

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

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

(a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third of the Gross Settlement Amount of \$800,000 which equals \$266,666 for attorneys' fees. As part of the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$24,000. Finally, Defendants also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of \$10,000, as his service awards under the Agreement.

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

(c) There is a substantial difference between the risk assumed by attorneys being paid by the hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank with his fee. The attorney working on a contingent basis can only log hours while working without pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing. In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial burden of private enforcement makes the requested award appropriate. This case was litigated on a contingent basis for

1 over one year, with all of the risk factors inherent in such an uncertain undertaking. Indeed, I am aware
2 of other similar cases where the court dismissed the class allegations or denied class certification. Under
3 such circumstances, courts have held that a risk multiplier must be applied to the fee award.

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

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

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

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

27 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
28 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very

1 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
2 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
3 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
4 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
5 Counsel advanced more than \$22,000 in costs which could not have been recovered if this case had been
6 lost. The Plaintiff also undertook the risk of liability for Defendants' costs had this case not succeeded,
7 as well as other potential negative financial ramifications from having sued Defendants on behalf of the
8 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
9 Plaintiff also support the requested awards.

10 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
11 reasonableness of a percentage figure. The reasonableness of the requested attorneys' fee of one-third
12 equal to \$266,666 is also established by reference to Class Counsel's lodestar in this matter. The Class
13 Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to Blumenthal Nordrehaug
14 Bhowmik De Blouw LLP and twenty-five percent (25%) to The Tran Firm. The contemporaneous billing
15 records for Class Counsel evidence that through January 15, 2025, Class Counsel's total lodestar is
16 \$210,810.00, with significant additional fees still to be incurred to complete final approval and the
17 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
18 lodestar with a multiplier cross-check of less than 1.3, and there will be additional lodestar incurred by
19 Class Counsel to complete the settlement process and manage the settlement distribution and reports.
20 Such a multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*
21 *v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002).⁴ As evidenced by the billing, Class Counsel's
22 work was efficiently performed and highly successful, and Class Counsel should not be punished for
23

24 ⁴ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *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) (2.26 multiplier).

1 efficient and successful litigation. As a result, this Court may conclude that the requested award is fair
2 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 April 15, 2021, in *Walker v. Brink's Global Services USA*
17 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
18 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
19 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
20 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
21 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
22 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
23 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
24 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
25 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
26 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
27 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
28 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los

1 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
2 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
3 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
4 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
5 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
6 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
7 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
8 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
9 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
10 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
11 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
12 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
13 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
14 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
15 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
16 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
17 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
18 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
19 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
20 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
21 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
22 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
23 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
24 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
25 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
26 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in
27 a wage and hour class settlement.
28

1 12. **The contemporaneous billing records for Class Counsel evidence that through**
2 **January 15, 2025, Class Counsel’s total lodestar is \$210,800.00, with significant additional fees still**
3 **to be incurred to complete final approval and the settlement process.** From May 5, 2022 to January
4 15, 2025, my firm worked on this matter for over 283 hours, with hourly rates for attorneys ranging from
5 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$210,800.00. The
6 requested fee award is therefore currently equivalent to Class Counsel’s total lodestar with a reasonable
7 multiplier of less than 1.3, and there will be additional lodestar incurred by Class Counsel to complete the
8 settlement process and manage the settlement distribution and reports. A detailed breakdown of the total
9 fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In addition,
10 Class Counsel will be performing significant additional work that is not included in this lodestar amount,
11 including finalizing the final approval motion, attending the hearing on final approval, and monitoring
12 completion of the settlement process. I expect this additional work will result in \$20,000 in additional
13 lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in
14 the local legal community for similar work and, if this were a commercial matter, these are the charges
15 that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix
16 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
17 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court’s
18 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
19 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel’s “rates generally appear
20 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
21 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
22 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
23 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
24 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average
25 billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates
26 when compared within 21 other firms practicing in the Southern District of California.) This survey is
27 useful to show that Class Counsel’s rates are in line with the comparable rates of the defense counsel that
28 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases

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

10 11 Litigation Expenses

12 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a ““a Class
13 Counsel Litigation Expenses Payment of not more than \$24,000.” Class Counsel requests reimbursement
14 for incurred litigation expenses and costs in the amount of \$22,916.85. Class Counsel have incurred
15 \$22,916.85 based upon counsel’s billing records. These litigation expenses include the expenses incurred
16 for filing fees, mediation expenses, expert fees (Berger Consulting Group), and attorney service charges
17 (Knox, One Legal) and Lexis research charges, all of which are costs normally billed to and paid by the
18 client.⁵ The details of the litigation expenses incurred are set forth in Exhibit #3. These costs were
19 reasonably incurred in the prosecution of the Action.

20 21 Service Award

22 14. For his service as the sole class representative, Plaintiff should be awarded the agreed
23 service award of \$10,000 in accordance with the Agreement for his time, risk and effort expended on
24 behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendants have agreed to this

25
26 ⁵ 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.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 payment and there have been no objections to the requested service award. The Plaintiff's declaration
2 in support of this request is attached hereto as Exhibit #5. As the sole representative of the Class,
3 Plaintiff performed his duties to the Class admirably and without exception. Plaintiff worked extensively
4 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
5 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
6 Agreement, Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond the
7 class release. The Plaintiff's declaration details the involvement, stress and risks he undertook as a result
8 of this Action. Plaintiff also assumed the serious risk that he might possibly be liable for costs and fees
9 to Defendants, as well as the reputational risk of being "blacklisted" by other future employers for having
10 filed a class action on behalf of fellow former employees. Without the Plaintiff's participation,
11 cooperation and information, no other employees would be receiving any benefit. The payment of service
12 awards to successful class representatives is appropriate and the amount of \$10,000 is well within the
13 currently awarded range for similar settlements. The requested award is also reasonable by reference to
14 the amounts that other California courts have found to be reasonable in wage and hour class action
15 settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal.
16 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds v. Direct*
17 *Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500
18 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving
19 two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183,
20 *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class
21 action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
22 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D.
23 Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in lieu of
24 bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52
25 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v. Balboa Life*
26 *& Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013) (awarding
27 \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx) (C.D.
28 Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American Residential Services, LLC*,

1 Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service
2 award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
3 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*, Case
4 No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service awards to three
5 named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No. BC417335, Los Angeles
6 County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores,*
7 *Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11, 2010)(awarding \$10,000
8 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042, Los Angeles County
9 Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v. Universal Health Services,*
10 *Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27, 2011)(awarding \$10,000 service
11 award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No. BC390395, Los Angeles County
12 Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case
13 No. BC422934, Los Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award);
14 *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court,
15 (Aug. 19, 2011)(awarding \$10,000 service award together with additional compensation for their general
16 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court (Jan. 29,
17 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los
18 Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC*
19 *Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior Court (Feb. 22,
20 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*, Case No. BC408054,
21 Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000 enhancement award); *Weisbarth*
22 *v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May
23 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-
24 273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson*
25 *v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding
26 \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL
27 (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*,
28 Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000

1 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10,
2 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196,
3 Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT*
4 *Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
5 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County
6 Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services,*
7 *LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding
8 \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no.
9 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial*
10 *Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018)
11 (awarding \$10,000 service award).

12 15. The requested service award is also reasonable in light of the reputational risk that Plaintiff
13 assumed in bringing this action against his former employer. Plaintiff put his future employment
14 prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on
15 the internet and may become known to prospective employers when evaluating" him for employment.
16 *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011).
17 Employers routinely screen employee candidates to determine whether they have ever filed a suit against
18 other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows
19 employers to run extensive background searches on potential employees. Companies who provide these
20 services specifically highlight the fact that their services allows employers to weed out litigious
21 employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a
22 prospective employee is likely to sue" the employer, through background checks and other means, to
23 screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become
24 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
25 employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also
26

27 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

28 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

1 offers employment screening and similarly warns: "with today's business climate being extremely
2 competitive and highly litigious, conducting pre employment background checks has become a
3 necessity."⁸

4 16. As a result, Class Counsel respectfully requests approval of the application for award of
5 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
6 expenses in the amount of \$22,916.85, and approval of the requested service award to the Plaintiff.

7 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
8 The Class Counsel Fees Payment awarded shall be allocated seventy-five percent (75%) to Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP and twenty-five percent (25%) to The Tran Firm.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 15^h day of January, 2025, at San Diego, California.

12 /s/ Norman Blumenthal
13 NORMAN B. BLUMENTHAL
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28 ⁸ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

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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)

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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)

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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)

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Admitted: 2011, California; 2016 Arizona

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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Admitted: 2012, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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Admitted: 2013, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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

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

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec 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 Plaintiff Ignacio Moreno (“Plaintiff”) on the one hand and Defendants Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively “Defendants”) on the other. The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Moreno v. Domaine Chandon, Inc., et al.*, Case No. 22CV001128, initiated on September 27, 2022 and pending in Superior Court of the State of California, County of Napa.
- 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 of the Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in the State of California as a non-exempt hourly employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the

Action.

- 1.8. “Class Data” means Class Member and Aggrieved Employee identifying information in Defendants’ possession including each Class Member’s and Aggrieved Employee’s name, last-known mailing address, Social Security number, 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 and Aggrieved Employee 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 and/or Aggrieved Employees by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from September 27, 2018 to the earlier of preliminary approval or November 3, 2023.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Class Representative as compensation for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for agreeing to a general release of all claims.
- 1.16. “Court” means the Superior Court of California, County of Napa.
- 1.17. “Defendants” means Domaine Chandon, Inc. and Newton Vineyard LLC.

- 1.18. “Defense Counsel” means Emilie C. Woodhead and Zarouhi Papazyan of Winston & Strawn LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is an appeal of the Court’s judgment, the date the order and judgment approving the Settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the order approving the settlement and/or entry of judgment.
- 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 Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, 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 Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Members’ 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 Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval

substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee performed work for either Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 11, 2021 to the earlier of preliminary approval or November 3, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the July 11, 2022 letter submitted by Class Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Defendants via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which Plaintiff provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties of \$40,000 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000) and the 75% to LWDA (\$30,000) 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 from the Settlement.
- 1.36. “Plaintiff” means Ignacio Moreno, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. “Released Class Claims” means all claims and/or causes of action, whether known or unknown, arising or accruing at any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against Defendants or any Released Parties based on the facts and/or legal allegations alleged in the Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys’ fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or miscalculation of the same; failure to provide suitable seating; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; failure to reimburse business expenses; unfair business practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs attorneys’ fees, injunctive relief and declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to statutory remedy. 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. Plaintiff’s individual claims alleged in the wrongful termination lawsuit entitled, *Moreno v. Domaine Chandon Inc.*, Napa County Case No22CV001394, are also expressly excluded from the Released Class Claims.

1.39. “Released PAGA Claims” means all claims and/or causes of action for PAGA penalties, whether known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on, or reasonably arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201, 202, 203, 204,

210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The Released PAGA Claims do not include other PAGA claims (other than those listed in this Section 1.38), underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period. Plaintiff's individual claims alleged in the wrongful termination lawsuit entitled, *Moreno v. Domaine Chandon Inc.*, Napa County Case No. 22CV001394, are also expressly excluded from the Released PAGA Claims.

1.40. "Released Parties" means: Defendants; their parent or subsidiary corporations; each of their present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff, and/or any Class Member or Aggrieved Employee may assert are joint employers with Defendants.

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

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

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

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

2. RECITALS

2.1. On September 27, 2022, Plaintiff commenced this Action by filing a Complaint against Defendants in the Superior Court of the State of California, County of Napa. Plaintiff's Complaint asserts claims that Defendants:

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

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

On December 6, 2022, Plaintiff filed a Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Napa asserting a single cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA"), Case No. 37-2021-00011774-CU-OE-CTL (hereinafter "PAGA Action").

2.2. On January 19, 2024, Plaintiff filed a First Amended Consolidated Class and Representative Action Complaint, which consolidated the claims alleged in this Action and the separately filed PAGA Action.

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

2.4. The Parties agree that Defendants shall maintain any and all affirmative defenses but shall not be required to file an Answer or other responsive pleading to the Operative Complaint; and Plaintiff will not argue that, by not responding, Defendants waived any rights or are subject to default judgment.

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

2.6. On August 3, 2023, the Parties participated in an all-day mediation before Lou Marlin, a respected mediator of wage and hour representative and class actions, which led to this Agreement to settle the Action and PAGA Action. On the date of the mediation, the Parties memorialized their agreement in the form of a Memorandum of Understanding (hereinafter "MOU"). This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties regarding the settlement of the Action and PAGA Action.

- 2.7. Prior to mediation, Plaintiff obtained, through informal discovery: (a) Defendants' workplace policies and procedures relevant to the claims asserted in the Action and PAGA Action and (b) data regarding the Class Members and Aggrieved Employees to conduct an exposure analysis (including an estimate of the number of Class Members and Aggrieved Employees (current and terminated); an estimate of the number of workweeks and pay periods through the date of mediation; an estimate of the percentage of the Class Members that signed arbitration agreements with class action waivers; and a 10% sample of the Class Members and Aggrieved Employees' time data and corresponding pay records). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. 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, Defendants promise to pay \$800,000 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 Defendants to the Administrator. Defendants have 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 Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiff: Class Representative Service Payment of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using an IRS Form 1099. Plaintiff assumes full responsibility and liability for any employee taxes owed on the Class Representative Service Payment.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$266,666, and a Class Counsel Litigation Expenses Payment of not more than \$24,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$13,000 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 \$13,000, 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 \$40,000 to be paid from the Gross Settlement Amount, with 75% (\$30,000) allocated to the LWDA PAGA Payment and 25% (\$10,000) 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 (\$10,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by

all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- i. Tax Allocation of Individual Class Payments. 25% 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. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants estimate that, as of the date of the Parties' August 3, 2023 mediation, (1) there were approximately 422 Class Members who collectively worked a total of approximately 25,000 Workweeks and 2) there were approximately 237 Aggrieved Employees who worked a total of approximately 11,121 PAGA Pay Periods.
- 4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendants 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 (including by not sharing it with Class Counsel), 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. Defendants have a continuing duty to immediately notify Class Counsel if they discover 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 Defendants 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share

of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendants fund 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 and Aggrieved Employees 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. 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 or Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks to Class Members and/or Aggrieved Employees, 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 and Aggrieved Employee Address Search for all other Class Members and Aggrieved Employees whose checks are returned undelivered without a 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 and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member and/or Aggrieved Employee whose original check was lost or misplaced, or as requested by the Class Member prior to the void date.
- 5.4. For any Class Member and/or Aggrieved Employee 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 Defendants 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 Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences – known or unknown – that occurred through the last day of the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for wrongful termination, vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or Plaintiff's individual claims alleged in the wrongful termination lawsuit entitled *Moreno v. Domaine Chandon Inc.*, Napa County Case No. 22CV001394 or based on occurrences outside the Class Period.

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

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

The Parties agree that Plaintiff's general release does not include and Plaintiff does not release any of the claims asserted in *Moreno v. Domaine Chandon, Inc.*, et al., Case No. 22CV001394 currently pending in Napa County Superior Court.

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

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 and 6.3 of the Agreement, regardless of 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 is 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; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** The Gross Settlement Amount is based on Defendants' estimate that as of the date of the Parties' August 3, 2023 mediation, the Class Members worked a total of approximately 25,000 workweeks. Should the qualifying workweeks worked by the Class Members during the Class Period ultimately increase by more than 10% (i.e., if the workweeks exceed 27,500) of the estimate stated herein in paragraph 4.1, Defendants, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of Workweeks reaches 27,500, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the 10% (i.e., if there was 11% increase in the number of eligible workweeks during the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%).
- 10. DEFENDANTS' 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, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, 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, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

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

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be

intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Court has not yet granted class certification. 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, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, 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, Defendants, 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, with any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations,

or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants.

- 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(s): norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Emilie C. Woodhead
Zarouhi Papazyan
Winston & Strawn LLP
333 S. Grand Ave., 38th Floor
Los Angeles, CA 90071-1543
Tel.: (213) 615-1700
Fax: (213) 615-1750
E-Mail(s): ewoodhead@winston.com
zpapazyan@winston.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 August 3, 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 Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

[signatures on following page]

IN WITNESS THEREOF, the Parties and their counsel hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: May 29, 2024



Ignacio. Moreno (May 29, 2024 19:43 PDT)

By: Plaintiff Ignacio Moreno

DOMAINE CHANDON, INC.

Dated: _____

By:
Its:

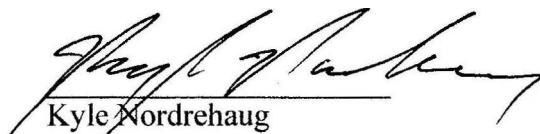
NEWTON VINEYARD LLC

Dated: _____

By:
Its:

APPROVED AS TO FORM:

Dated: 7/1/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

By: Emilie C. Woodhead
Winston & Strawn LLP
Attorney for Defendants

IN WITNESS THEREOF, the Parties and their counsel hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: _____

By: Plaintiff Ignacio Moreno

DOMAINE CHANDON, INC.

Dated: juin 28, 2024

Stephane De Meurville

By: Stephane De Meurville

Its: Chandon General Manager

NEWTON VINEYARD LLC

Dated: June 28, 2024

Marco Fernandez

By: Marco Fernandez

Its: CFO

APPROVED AS TO FORM:

Dated: _____

By: Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: June 28, 2024

Emilie C. Woodhead

By: Emilie C. Woodhead

Winston & Strawn LLP

Attorney for Defendants

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**

Moreno v. Domaine Chandon, Inc.,
Superior Court of the State of California, County of Napa, Case No. 22CV001128

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 Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Chandon, Ignacio Moreno (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all non-exempt/hourly employees who worked for Defendants in the State of California at any time during the Class Period (i.e., September 27, 2018 through November 3, 2023) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt/hourly employees who worked for Defendants in the State of California at any time during the PAGA Period (i.e., July 11, 2021 through November 3, 2023) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on various factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the applicable PAGA Period.)

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for either 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 Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendants 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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants 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. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims.
Participating Class Members Can Object to the Class	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will

Settlement Written Objections Must be Submitted by the Response Deadline _____	include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You can object to the Settlement and/or the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Napa County Superior Court, in Department ____ before Judge _____. This hearing may be rescheduled 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 Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendants' 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 this lawsuit about?

Plaintiff is a former employee of Chandon. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods or compensation in lieu thereof, failing to provide required rest periods or compensation in lieu thereof, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due; failing to provide sick leave and/or pay, and engaging in unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. The First Amended Consolidated Class and Representative Action Complaint, filed January 19, 2024, is the Operative Complaint in the Action.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the lawsuit by negotiating an end to the Action 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 lawsuit and enforcing the Agreement, Plaintiff and Defendants 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, Defendants do not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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 important terms of the proposed Settlement?

Gross Settlement Amount. Defendants have agreed to pay a **Gross Settlement Amount of Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel’s Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount not more than fourteen days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court’s Judgment can no longer be appealed, or a later date if a Participating Class Member files an appeal.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator of the Settlement, estimated not to exceed \$13,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorney’s Fees and Costs.** Payment to Class Counsel of reasonable attorney’s fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$266,666, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$24,000. Class Counsel has been prosecuting the Action on behalf

of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The attorney's fees and litigation costs amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing. The attorneys' fees awarded shall be allocated 75% to Blumenthal Nordrehaug Bhowmik De Blouw and 25% to the Tran Firm.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$10,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The Net Settlement Amount is estimated to be at least \$_____.

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. The Administrator's contact information is in Section 8.

Tax Matters. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments 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 monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

Administrator. The Court has appointed a neutral company, _____ (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member/Aggrieved Employee challenges over Workweeks/Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released Class Claims. The "Released Class Claims" are all claims and/or causes of action, whether known or unknown, arising or accruing at any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against Defendants or any Released Parties based on the facts and/or legal allegations alleged in the Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. This includes but is not limited to claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide compliant meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or miscalculation of the

same; failure to provide suitable seating; failure to accurately record time, including all time worked (such as off-the-clock work); failure to provide timely and compliant wage statements and to maintain records; failure to reimburse business expenses; unfair business practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs attorneys' fees, injunctive relief and declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth in the Settlement 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. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties (defined below) from the Released PAGA Claims. The "Released PAGA Claims" are all claims and/or causes of action for PAGA penalties, whether known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or may hereafter assert against Defendants or any Released Parties that are based on, or reasonably arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The Released PAGA Claims do not include other PAGA claims (other than those listed in this paragraph), 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: Defendants; their parent or subsidiary corporations; each of their present, former, or future owners, officers, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; any and all agents, legal representatives and/or attorneys of all of the foregoing entities and individuals and any entities that Plaintiff, and/or any Class Member or Aggrieved Employee may assert are joint employers with Defendants.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating

Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Individual PAGA Payments. The Administrator will calculate the Individual PAGA Payments by (a) dividing \$10,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

The number of Class Workweeks you worked during the Class Period and PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice.

If you wish to challenge the calculation of your Class Workweeks and/or PAGA Pay Periods, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in Section 8 of this Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' 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 Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How will I get paid?

To get money from the Settlement, you do not have to do anything. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Furthermore, The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

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

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Moreno v. Domaine Chandon* 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 *Moreno v. Domaine Chandon*, Case No. 22CV001128. 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 Administrator's contact information is included in Section 8 of this Notice. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and the amounts Class Counsel is requesting for attorney's fees and litigation expenses and Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. Case information is also available on the Court's website. You may obtain case information at the following webpage by entering Case No. 22CV001128: <https://www.napa.courts.ca.gov/case-lookup-and-self-service>.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the

Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Moreno v. Domaine Chandon*, Case No. 22CV001128, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing remotely. Instructions on how to do so are available on the Court's website at <https://www.napa.courts.ca.gov/general-information/remote-appearance>. 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 DEFENDANTS:

Emilie C. Woodhead
Zarouhi Papazyan
Winston & Strawn LLP
333 S. Grand Ave., 38th Floor
Los Angeles, CA 90071-1543

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 ____ of the Superior Court of California, County of Napa, at 825 Brown Street, Napa, CA 94559, before Judge _____. 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 attorney's fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. Class Member may attend the hearing remotely or in person. Check the Court's website for the most current information concerning appearances and procedures at the Court - <https://www.napa.courts.ca.gov/general-information/remote-appearance>. For assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is rescheduled, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. In addition, hearing dates are posted on the Internet via the Case Information Access Portal for the California Superior Court for the County of Napa. Information regarding hearing dates for this Action may be accessed at the following link by entering Case No. 22CV001128: <https://www.napa.courts.ca.gov/case-lookup-and-self-service>.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Moreno v. Domaine Chandon* 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 anticipated Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Moreno v. Domaine Chandon*. You also get case information on the Internet via the Case Information Access Portal for the California Superior Court for the County of Napa (<https://www.napa.courts.ca.gov/case-lookup-and-self-service>) and entering the Case No. 22CV001128. If you wish to view the Court files in person, you do so at the Clerk's Office at the Historic Courthouse, 825 Brown Street, Napa, California 94559.

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 event, the Administrator shall pay all unclaimed funds to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- **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 NAPA

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

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Corporation;
NEWTON VINEYARD LLC; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: September 27, 2022
Trial Date: Not set

This matter came before the Honorable _____ of the Superior Court of the State
of California, in and for the County Napa, on _____[DATE], for hearing on the unopposed
motion by Plaintiff Ignacio Moreno ("Plaintiff") for preliminary approval of the Settlement with
Defendants Domaine Chandon, Inc. ("Chandon") and Newton Vineyard LLC ("Newton")

PRELIMINARY APPROVAL ORDER

1 (collectively “Defendants”). The Court, having considered the briefs, argument of counsel and all
2 matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for
3 Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

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

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

14 3. The Gross Settlement Amount that Defendants shall pay is Eight Hundred
15 Thousand Dollars and Zero Cents (\$800,000.00). It appears to the Court on a preliminary basis
16 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
17 Members when balanced against the probable outcome of further litigation and the significant
18 risks relating to certification, liability and damages issues. It further appears that investigation and
19 research have been conducted such that counsel for the Parties are able to reasonably evaluate
20 their respective positions. It further appears to the Court that the Settlement will avoid substantial
21 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
22 further prosecution of the Action. It further appears that the Settlement has been reached as the
23 result of serious and non-collusive, arm’s-length negotiations.

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

1 reasonable when balanced against the probable outcome of further litigation and the significant
2 risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorney's fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred not to exceed \$24,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000, which are payable out of the Gross Settlement Amount. The Court will not approve the
7 amount of attorney's fees and costs, nor the amount of any service award, until the Final Approval
8 Hearing. Plaintiff will be required to present evidence supporting these requests, including
9 lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation
12 will not be deemed admissible in this or any other proceeding should this Settlement not become
13 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
14 "all individuals who are or previously were employed by either Domaine Chandon, Inc. and/or
15 Newton Vineyards LLC in the State of California as a non-exempt hourly employee at any time
16 during the Class Period." The "Class Period" is September 27, 2018 through November 3, 2023.

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

27 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
2 and Christine T. LeVu of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for
3 the Class.

4 9. The Agreement provides for the payment of PAGA Penalties out of the Gross
5 Settlement Amount in the amount of \$40,000, which shall be allocated \$30,000 to the Labor &
6 Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil
7 penalties paid under this Agreement pursuant to the PAGA and \$10,000 to the Aggrieved
8 Employees. “Aggrieved Employees” are all individuals who are or previously were employed by
9 either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and classified as a
10 non-exempt hourly employee at any time during the PAGA Period (July 11, 2021 through
11 November 3, 2023). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be
12 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
13 Penalties to be reasonable.

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

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

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

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

1 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
2 Hearing to make an oral objection.

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

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

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

Plaintiff,

vs.

DOMAINE CHANDON, INC., a Corporation;
NEWTON VINEYARD LLC; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon.
Dept:

Date Filed: September 27, 2022
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Ignacio Moreno (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Domaine Chandon, Inc. (“Chandon”) and Newton Vineyard LLC (“Newton”) (collectively
4 “Defendants”), attorney’s fees and costs, service payment, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable _____.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Napa, and over all Parties
13 to this litigation, including the Class.

14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of is Eight Hundred Thousand
16 Dollars and Zero Cents (\$800,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate. The Gross Settlement Amount will be used to pay Individual Class
18 Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment,
19 Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the
20 Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without
21 any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion
22 of the Individual Class Payments allocated to wages which shall not be paid from the Gross
23 Settlement and shall be the separate additional obligation of Defendants.

24 4. The Court further finds that the Settlement was the result of arm’s length
25 negotiations conducted after Class Counsel had adequately investigated the claims and became
26 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
27 Settlement, and the assistance of an experienced mediator in the settlement process, among other
28

1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

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

6 **Notice to the Class**

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

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

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Louis Marlin, an experienced mediator of wage and
6 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

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

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

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

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

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

20 10. The Agreement is finally approved as fair, adequate and reasonable and in the best
21 interests of the Class Members.

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

23 11. From the Gross Settlement Amount, an award of \$_____ for attorney's
24 fees, representing one-third of the Gross Settlement Amount, and \$_____ for litigation
25 costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the
26 hours worked by Class Counsel, and the results achieved by Class Counsel. The requested award
27 has been supported by Class Counsel's lodestar and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$10,000 to the Plaintiff, subject to the Court’s approval. The Court finds that Class
4 Representative Service Payment in the amount of \$ _____ from the Gross Settlement
5 Amount to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff
6 in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the
7 Class.

8 **Administration Expenses Payment**

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

15 **PAGA Penalties**

16 14. The Agreement provides for a payment of PAGA Penalties out of the Gross
17 Settlement Amount of \$40,000, which shall be allocated \$30,000 to the Labor & Workforce
18 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
19 paid under this Agreement pursuant to the PAGA and \$10,000 to be distributed to the Aggrieved
20 Employees and allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of
21 PAGA Penalties (\$10,000) by the total number of PAGA Pay Periods worked by all Aggrieved
22 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s
23 PAGA Pay Periods. “Aggrieved Employees” are all individuals who are or previously were
24 employed by either Domaine Chandon, Inc. and/or Newton Vineyards LLC in California and
25 classified as a non-exempt hourly employee at any time during the PAGA Period (July 11, 2021
26 through November 3, 2023). Pursuant to Labor Code section 2699, subdivision (1)(2), the LWDA
27
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1 was provided notice of the Agreement and these settlement terms and has not indicated any
2 objection thereto. The Court finds the PAGA Penalties to be reasonable.

3 **II.**

4 **ORDERS**

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

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

8 All individuals who are or previously were employed by either Domaine Chandon,
9 Inc. and/or Newton Vineyards LLC in the State of California as a non-exempt
10 hourly employee at any time during the Class Period (September 27, 2018 through
November 3, 2023).

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

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

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

23 19. The payment of Class Representative Service Payment from the Gross Settlement
24 Amount in the amount of \$_____ to the Plaintiff is approved.

25 20. The payment of \$_____ to the Administrator for its fees and expenses
26 from the Gross Settlement Amount is approved.

1 21. The PAGA Penalties amount of \$40,000 is approved and is to be distributed from
2 the Gross Settlement Amount in accordance with the Agreement.

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

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

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

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

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

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

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

12 28. All Parties shall bear their own attorney's fees and costs, except as otherwise
13 provided in the Agreement and in this Final Approval Order and Judgment.

14 29. Effective on the date when Defendants fully fund the entire Gross Settlement
15 Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class
16 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
17 release claims against all Released Parties as follows:

18 (a) All Participating Class Members, on behalf of themselves and their
19 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
20 and assigns, release the Released Parties from the Released Class Claims. The "Released Class
21 Claims" are all claims and/or causes of action, whether known or unknown, arising or accruing at
22 any point during the Class Period that were asserted in the Operative Complaint or PAGA Notice
23 or that could have reasonably been asserted in the Operative Complaint or PAGA Notice against
24 Defendants or any Released Parties based on the facts and/or legal allegations alleged in the
25 Operative Complaint or PAGA Notice, including claims for violation(s) of California Labor Code
26 sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558,
27 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC
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1 Wage Orders, California Business & Professions Code sections 17200 *et seq.*, California Code of
2 Regulations, Title 8, Sections 11040 and 1070, and any and all claims for attorneys' fees and costs
3 and statutory interest associated with the aforementioned claims. This includes but is not limited to
4 claims for: minimum wage, straight time, overtime, premium pay; meal or rest period premiums or
5 penalties, including the calculation or miscalculation of any of the foregoing; failure to pay for all
6 hours worked, including but not limited to alleged off-the-clock work; failure to timely pay wages
7 during employment; failure to pay wages at discharge or termination; failure to provide compliant
8 meal and rest periods; failure to provide sick leave and/or miscalculation of the same; failure to
9 provide reporting time pay and/or miscalculation of the same; failure to pay for split shifts and/or
10 miscalculation of the same; failure to provide suitable seating; failure to accurately record time,
11 including all time worked (such as off-the-clock work); failure to provide timely and compliant
12 wage statements and to maintain records; failure to reimburse business expenses; unfair business
13 practices; statutory penalties, waiting time penalties, liquidated damages, interest, punitive
14 damages, costs attorneys' fees, injunctive relief and declaratory relief, or accounting, whether such
15 causes of action are in tort, contract, or pursuant to statutory remedy. Except as expressly set forth
16 in the Agreement, Participating Class Members do not release any other claims, including claims
17 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, workers' compensation, or claims based on
19 facts occurring outside the Class Period.

20 (b) All Aggrieved Employees and the LWDA, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties from the Released PAGA Claims. The
23 "Released PAGA Claims" are all claims and/or causes of action for PAGA penalties, whether
24 known or unknown, that any Aggrieved Employee or the LWDA had, now has, has asserted, or
25 may hereafter assert against Defendants or any Released Parties that are based on, or reasonably
26 arise from, the factual allegations in the Operative Complaint or the PAGA Notice or during the
27 PAGA Period, including PAGA claims for violation(s) of California Labor Code sections 201,
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1 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 515, 558, 558.1, 1194,
2 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699 *et seq.*, and 2802, all applicable IWC Wage
3 Orders, California Code of Regulations, Title 8, Sections 11040 and 1070, and any and all claims
4 for attorneys' fees and costs and statutory interest associated with the aforementioned claims. The
5 Released PAGA Claims do not include other PAGA claims (other than those listed in this
6 paragraph), underlying wage and hour claims, claims for wrongful termination, discrimination,
7 unemployment insurance, disability and worker's compensation, and claims outside of the PAGA
8 Period.

9 (c) Plaintiff and his respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 the Released Parties from all claims, transactions, or occurrences – known or unknown – that
12 occurred through the last day of the Class Period, as set forth fully in the Agreement. Plaintiff's
13 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
14 wrongful termination, vested benefits, unemployment benefits, disability benefits, social security
15 benefits, workers' compensation benefits that arose at any time, or Plaintiff's individual claims
16 alleged in the wrongful termination lawsuit entitled *Moreno v. Domaine Chandon Inc.*, Napa
17 County Case No. 22CV001394 or based on occurrences outside the Class Period.

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

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

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

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5 Dated: _____

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HON.
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/15/2025
Due On: 02/14/2025

Ignacio Moreno
442 Underhill Drive
Napa, CA 94558

CA2653

Domaine Chandon MHLB

Services

Type	Date	Notes	Quantity	Rate	Total
Service	05/05/2022	Review and analyze original intake notes. legal research regarding related litigation in State and Federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss case status and other issues.	3.90	\$850.00	\$3,315.00
Service	05/10/2022	Review documents and emails from Plaintiff regarding DFEH, retaliation, and meal break claims. Legal research regarding recent court opinions and settlements regarding the same. Discuss with Plaintiff.	3.40	\$850.00	\$2,890.00
Service	05/26/2022	Review employment file for all legal claims. Analyze all pay stubs for wage statement violations. Legal research regarding recent court opinions and code of federal regulations for regular rate exclusions. Call with Plaintiff to discuss background facts for complaint.	4.50	\$850.00	\$3,825.00
Service	06/10/2022	Draft original complaint. Review facts and law.	4.40	\$850.00	\$3,740.00
Service	06/26/2022	Draft complaint. Review and revise meal and rest break allegations.	2.70	\$850.00	\$2,295.00
Service	07/05/2022	Finish drafting complaint. Send to Plaintiff for approval to file. Follow up with plaintiff regarding revisions and complaint approval.	2.60	\$850.00	\$2,210.00
Service	07/07/2022	Review and analyze complaint. Communication with	1.30	\$675.00	\$877.50

Client re: contents and approval of complaint.					
Service	07/07/2022	Review complaint and case file. Draft internal case notes memo detailing facts and legal theories.	2.10	\$850.00	\$1,785.00
Service	07/07/2022	Review analysis from ND; review employment documents; review draft complaint; analysis of facts and claims; provide input to ND	2.00	\$950.00	\$1,900.00
Service	07/08/2022	Review and analyze PAGA claims. Draft PAGA notice and upload to LWDA website. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	08/15/2022	Review complaint for filing, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	08/19/2022	Review complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	09/25/2022	Review case notes/damage analysis	0.75	\$750.00	\$562.50
Service	09/25/2022	Review & analyze employment file documents	2.50	\$750.00	\$1,875.00
Service	09/26/2022	Review, edit & finalize class action complaint draft	2.75	\$750.00	\$2,062.50
Service	09/26/2022	Review case notes and damages; review status and revised complaint; review PAGA allegations; provide input to RE	1.00	\$950.00	\$950.00
Service	09/27/2022	Draft summons and civil case cover sheet re class action	0.50	\$750.00	\$375.00
Service	09/27/2022	Review & finalize class action complaint package; file in Napa Sup. Ct.	0.70	\$750.00	\$525.00
Service	09/29/2022	Review court-returned documents; review docket; memo to firm re judicial/departments assignment and status of initial case management conference	0.50	\$750.00	\$375.00
Service	09/29/2022	Review filed documents and Court notices; review memo from RE	0.40	\$950.00	\$380.00
Service	11/15/2022	Prepare initial documents for service of process; identify registered agents, send out for service re both defendants re class action	0.70	\$750.00	\$525.00
Service	11/21/2022	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	\$750.00	\$375.00
Service	12/06/2022	Draft PAGA only representative action complaint	4.50	\$750.00	\$3,375.00
Service	12/06/2022	Draft summons and civil case cover sheet re paga action	0.50	\$750.00	\$375.00
Service	12/06/2022	Review & finalize paga only action complaint package; file in Napa Sup. Ct.	0.75	\$750.00	\$562.50
Service	12/06/2022	Review and analyze PAGA Notice and LWDA website. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00

Service	12/08/2022	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$750.00	\$375.00
Service	12/08/2022	Upload complaint to LWDA website per code; save confirmation for future verification of notice to LWDA	0.40	\$750.00	\$300.00
Service	12/08/2022	Receipt and review notice of Case Management Conference.	0.20	\$750.00	\$150.00
Service	12/09/2022	Multiple correspondence with opposing counsel regarding service and response time.	0.30	\$550.00	\$165.00
Service	12/10/2022	Review filed PAGA complaint and Court notices; review memo from RE	0.40	\$950.00	\$380.00
Service	12/12/2022	Multiple correspondence with opposing counsel regarding response timeline and service.	0.30	\$550.00	\$165.00
Service	12/13/2022	Prepare initial documents for service of process in PAGA action; prepare NAR's for both defendants; email to defense counsel; instruct staff to send hard copies via u.s. mail per code	1.00	\$750.00	\$750.00
Service	12/30/2022	Draft POS-010 proof of service re 2 defendants; attach executed notice & acknowledgment of receipt; file in Napa Sup. Ct; memo to firm re post service written discovery re paga action	0.80	\$750.00	\$600.00
Service	01/03/2023	Receipt and review Answer to Complaint.	0.30	\$750.00	\$225.00
Service	01/03/2023	Receipt and review Answer to Complaint.	0.70	\$750.00	\$525.00
Service	01/05/2023	Review and analyze Answer to Complaint.	0.40	\$750.00	\$300.00
Service	01/10/2023	Draft disco shells	2.40	\$250.00	\$600.00
Service	01/10/2023	Review status; review Def answer	0.30	\$950.00	\$285.00
Service	01/11/2023	Review and analyze 1198.5 documents and Plaintiff's documents to create exhibit book.	1.40	\$750.00	\$1,050.00
Service	01/11/2023	Draft Plainiff's request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant.	2.70	\$750.00	\$2,025.00
Service	01/11/2023	Draft Stipulation and Protective Order.	0.50	\$750.00	\$375.00
Service	01/11/2023	Draft Belaire-West Notice.	0.80	\$750.00	\$600.00
Service	01/12/2023	Email to J. Gorlick re: expert analysis of time and payroll records.	0.50	\$750.00	\$375.00
Service	01/13/2023	PAGA - Prepare disco shells of discovery set one for another defendant	2.00	\$250.00	\$500.00

Service	01/16/2023	Email to E. Woodhead re: meet and confer re: e-service agreement.	0.30	\$750.00	\$225.00
Service	01/16/2023	[Class] Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant Domaine Chandon.	2.30	\$750.00	\$1,725.00
Service	01/16/2023	[PAGA] Draft request for production, one, special interrogatories, set one, request for admissions, set one; employment interrogatories, set one; and plaintiff's notice of deposition of defendant Newton Vineyard.	2.10	\$750.00	\$1,575.00
Service	01/16/2023	[Class] Revise Belaire-West draft, Protective Order; Email to Z. Papazyan re: request for PMK deposition availability.	1.30	\$750.00	\$975.00
Service	01/16/2023	[PAGA] Revise Belaire-West draft, Protective Order; Email to Z. Papazyan re: request for PMK deposition availability.	0.90	\$750.00	\$675.00
Service	01/17/2023	Update flowchart per SOP	0.20	\$250.00	\$50.00
Service	01/18/2023	Email to/from J. Gorlick re: expert analysis of Plaintiff records.	0.30	\$750.00	\$225.00
Service	01/18/2023	Telephone call with J. Gorlick re: expert analysis of exposure based on Plaintiffs records.	0.40	\$750.00	\$300.00
Service	01/18/2023	Update case notes re: exposure based on Plaintiffs records; Discuss with AJ expert analysis of damages.	0.30	\$750.00	\$225.00
Service	01/30/2023	Review and analyze Newton Vineyard's Answer to Complaint.	0.40	\$750.00	\$300.00
Service	01/30/2023	Review and analyze Domain's Answer to Complaint.	0.50	\$750.00	\$375.00
Service	01/30/2023	Review status; review Newton answer; review emails and updated case notes; analysis for next steps	0.40	\$950.00	\$380.00
Service	02/06/2023	Conference call with E. Woodhead re: global mediation, electronic service, class number and extension to discovery.	0.30	\$750.00	\$225.00
Service	02/06/2023	Email to E. Woodhead re: global mediation, electronic service, class number and extension to discovery.	0.20	\$750.00	\$150.00
Service	02/09/2023	Draft Stip to stay pending mediation Class and PAGA	1.20	\$250.00	\$300.00
Service	02/15/2023	Review and outline claims and orders; draft case management statement.	1.20	\$550.00	\$660.00

Service	02/16/2023	Draft revised case management statement; update case notes.	0.70	\$550.00	\$385.00
Service	02/17/2023	Revise, finalize, file and serve case management statement.	0.60	\$550.00	\$330.00
Service	02/23/2023	Email form E. Woodhead re: mediation with Lou Marlin.	0.20	\$750.00	\$150.00
Service	02/27/2023	Email from/to Z. Papazyan re: meet and confer re: PMK deposition and mediation.	0.20	\$750.00	\$150.00
Service	02/27/2023	Email from/to E. Woodhead re: meet and confer re: mediation and vacating PMK depositions.	0.30	\$750.00	\$225.00
Service	02/27/2023	Calendar reminders to bates stamp docs ahead of mediation	0.20	\$250.00	\$50.00
Service	02/28/2023	Email from Z. Papazyan re: Lou Marlin and conflict with mediation.	0.20	\$750.00	\$150.00
Service	03/02/2023	Update stips to stay pending mediation and email to CTL for review	0.50	\$250.00	\$125.00
Service	03/06/2023	[Class] Revise stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	03/06/2023	[PAGA] Revise stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	03/06/2023	Review and analyze notice of related case.	0.30	\$750.00	\$225.00
Service	03/06/2023	PREPARATION FOR UPCOMING CASE MANAGEMENT CONFERENCE BY REVIEW AND ANALYSIS OF CASE MANAGEMENT STATEMENTS, PLEADINGS, CORRESPONDENCES, AND OTHER RELEVANT FILE MATERIALS.	1.00	\$675.00	\$675.00
Service	03/06/2023	RECEIPT AND REVIEW OF DEFENDANTS' NOTICE OF RELATED CASES.	0.10	\$675.00	\$67.50
Service	03/06/2023	Calendar reminders to bates stamp docs ahead of mediation dates	0.20	\$250.00	\$50.00
Service	03/07/2023	PREPARATION FOR AND APPEARANCE/ ATTENDANCE AT CASE MANAGEMENT CONFERENCE.	0.80	\$675.00	\$540.00
Service	03/07/2023	Email form Z. Papazyan re: meet and confer re: stipulation to stay pending mediation.	0.30	\$750.00	\$225.00
Service	03/07/2023	Draft oppo to ntc of related case for Class case and email to Team C for review	0.50	\$250.00	\$125.00
Service	03/08/2023	Telephone call from Z. Papazyan re: meet and confer re stipulation to stay and 5 year statute.	0.30	\$750.00	\$225.00
Service	03/13/2023	Email from Z. Papazyan re: revisions to stipulation to stay pending mediation; Analyze and revise	0.70	\$750.00	\$525.00

		stipulation.			
Service	03/13/2023	COMPREHENSIVE REVIEW OF CORRESPONDENCES AND OTHER FILE MATERIALS RELATING TO PROPOSED STIPULATIONS TO STAY PAGA AND CLASS CASES PENDING MEDIATION, IN PREPARATION FOR FURTHER FOLLOW-UP.	0.70	\$675.00	\$472.50
Service	03/13/2023	Update bates stamped docs	1.00	\$250.00	\$250.00
Service	03/14/2023	Finalize and file stips to stay pending mediation via One Legal, serve via email, circulate and create Courtlink alert	1.00	\$250.00	\$250.00
Service	03/15/2023	Review of file materials relating to stipulations to stay cases pending mediation, including proposed stipulations, communications, and final stipulations, to determine whether any further action is required.	0.30	\$675.00	\$202.50
Service	03/16/2023	Review and outline client documents in preparation for mediation; develop exhibit book.	1.30	\$550.00	\$715.00
Service	03/16/2023	Review claims; draft mediation data request and submit for review.	1.00	\$550.00	\$550.00
Service	03/21/2023	Review and analyze docket re: vacating of case management conference.	0.20	\$750.00	\$150.00
Service	03/22/2023	Revise mediation data request; follow up correspondence with AB regarding the same.	0.30	\$550.00	\$165.00
Service	03/22/2023	Revise, finalize, and serve mediation data request.	0.60	\$550.00	\$330.00
Service	03/23/2023	Review and analyze Order staying case pending mediation	0.30	\$750.00	\$225.00
Service	03/23/2023	Receipt and review of Court's order staying case pending mediation, and determination as to whether any action is required.	0.20	\$675.00	\$135.00
Service	03/24/2023	Review status and Court order on stipulation; review status of mediation preparation	0.30	\$950.00	\$285.00
Service	03/28/2023	Receipt, review, and analysis of Order Staying Case Pending Mediation.	0.20	\$675.00	\$135.00
Service	03/28/2023	Review status of case and update internal spreadsheets re case stayed pending mediation	0.20	\$250.00	\$50.00
Service	04/04/2023	Check status of stip to stay, check court's website, looks like order signed but c'd copy not available on website	0.30	\$250.00	\$75.00
Service	04/27/2023	Review and outline file and docket for status in advance of drafting joint statement; draft follow up correspondence.	0.50	\$550.00	\$275.00

Service	05/05/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.20	\$675.00	\$135.00
Service	06/14/2023	Review analyze mediation invoice for L. Marlin; Discuss with Chrystal re: same.	0.30	\$750.00	\$225.00
Service	06/15/2023	Multiple correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	06/15/2023	Review and outline file documents; draft mediation data matrix.	1.20	\$550.00	\$660.00
Service	06/22/2023	Confirm docs bates stamped OK	0.20	\$250.00	\$50.00
Service	06/23/2023	Email from Z. Papazyan re: pre-mediation information and production.	0.20	\$750.00	\$150.00
Service	06/28/2023	Receive, review and outline additional document; update exhibit book; update mediation sheet.	1.00	\$550.00	\$550.00
Service	07/05/2023	Multiple correspondence with opposing counsel regarding mediation data; update spreadsheet.	0.50	\$550.00	\$275.00
Service	07/06/2023	Receive and review mediation data; update file and mediation spreadsheet; multiple correspondence with AC regarding the same.	0.60	\$550.00	\$330.00
Service	07/06/2023	Review final MOU; analysis of settlement issues for long form agreement and approval; advise staff	1.00	\$950.00	\$950.00
Service	07/10/2023	Update spreadsheet re no. of class members and AE, workweeks and pay periods	0.20	\$250.00	\$50.00
Service	07/10/2023	Review and analyze discovery to date. Analyze court docket and case file in preparation for mediation. Review data provided by Defendant for mediation purposes. Legal research. Conference with Plaintiff to discuss claims and settlement authority.	5.10	\$850.00	\$4,335.00
Service	07/11/2023	Correspondence from Zar Papazyan re Defendant's pre-mediation production of data and documents.	0.10	\$675.00	\$67.50
Service	07/14/2023	Review and outline production from Defendant; update exhibit book.	1.80	\$550.00	\$990.00
Service	07/14/2023	Draft summary of document review; draft follow up correspondence with opposing counsel.	0.70	\$550.00	\$385.00
Service	07/15/2023	Review all pay stub exemplars for 226(a) and regular rate claims. Legal research regarding previous court rulings and wage statement settlements. call Plaintiff to discuss pay code origins. Pre pare for mediation.	3.20	\$850.00	\$2,720.00
Service	07/15/2023	Review status and mediation production; review documents and exhibit book; review summary from staff	0.50	\$950.00	\$475.00

Service	07/17/2023	Multiple correspondence with expert and opposing counsel regarding mediation data and arbitration agreements.	0.40	\$550.00	\$220.00
Service	07/17/2023	Review arbitration agreement; draft summary correspondence.	0.70	\$550.00	\$385.00
Service	07/17/2023	Legal research regarding recent settlements with similar claims and workweeks for mediation valuation. Review case demographics, draft MOU for mediation.	3.50	\$850.00	\$2,975.00
Service	07/18/2023	Correspondence from Zarouhi Papazyan re efforts to locate and produce arbitration agreements, including proposed sampling.	0.20	\$675.00	\$135.00
Service	07/18/2023	Multiple correspondence with opposing counsel and AB regarding mediation data.	0.30	\$550.00	\$165.00
Service	07/18/2023	Review correspondence regarding mediation production; review analysis from ND.	0.50	\$950.00	\$475.00
Service	07/19/2023	Reviewed case notes, docket, stipulation and spoke with client re: Mediation and his claims.	0.70	\$675.00	\$472.50
Service	07/19/2023	Review time punch data for meal break claims. Analyze vacation pay and 2802 claims for reimbursement. call Plaintiff to confirm background facts for mediation brief.	1.90	\$850.00	\$1,615.00
Service	07/20/2023	Multiple correspondence with AB regarding mediation data.	0.40	\$550.00	\$220.00
Service	07/21/2023	Multiple follow up correspondence regarding mediation data and brief.	0.30	\$550.00	\$165.00
Service	07/21/2023	Correspondence from Zarouhi Papazyan re mediation data request.	0.10	\$675.00	\$67.50
Service	07/24/2023	Receive additional documents for mediation; follow up correspondence with TG regarding the same.	0.30	\$550.00	\$165.00
Service	07/24/2023	Review and outline additional mediation documents; update exhibit book; update mediation chart for claims analysis.	2.50	\$550.00	\$1,375.00
Service	07/24/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/24/2023	Draft mediation brief.	4.90	\$850.00	\$4,165.00
Service	07/24/2023	Review updated exhibit book and claim analysis chart from staff; analysis of facts and claims; provide input	0.50	\$950.00	\$475.00
Service	07/25/2023	Review payroll data against mediation data request; review pay codes for bonuses.	0.80	\$550.00	\$440.00

Service	07/25/2023	Draft mediation brief/pull exhibits for med brief from doc file.	7.00	\$895.00	\$6,265.00
Service	07/25/2023	Calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	07/26/2023	Receive and review expert reports; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	07/26/2023	Draft mediation brief.	1.00	\$895.00	\$895.00
Service	07/26/2023	Review draft mediation brief and exhibits; advise AJ	1.00	\$950.00	\$950.00
Service	07/27/2023	Finalize and file mediation brief.	1.00	\$895.00	\$895.00
Service	07/28/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	07/31/2023	Review docs, analyze re settlement issues. Advise AJ.	1.50	\$995.00	\$1,492.50
Service	07/31/2023	Review final mediation brief and documents; analysis of issues; provide input to AJ for mediation and strategy	1.50	\$950.00	\$1,425.00
Service	08/02/2023	Communicated with Client and reviewed correspondence with Client on the phone re next steps in the case.	0.50	\$675.00	\$337.50
Service	08/02/2023	Review all mediation materials, including briefs and exhibits thereto. Review and analyze expert damage and penalty report. Status update to Plaintiff regarding mediation.	2.80	\$850.00	\$2,380.00
Service	08/03/2023	Research issues pertaining to arbitration agreement impact on class certification; advise AJB to assist with mediation	1.00	\$750.00	\$750.00
Service	08/03/2023	Prep and appear for mediation; finalize and circulate MOU.	10.00	\$895.00	\$8,950.00
Service	08/03/2023	review docs re settlement issues. Analyze, advise AJ.	2.00	\$995.00	\$1,990.00
Service	08/03/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	08/06/2023	Review mediation results and notes. Review and analyze final MOU terms. Send MOU to Plaintiff for signature. Call with Plaintiff to discuss MOU terms and follow up for signature.	1.40	\$850.00	\$1,190.00
Service	08/07/2023	Outline long form, analyze, advise AJ.	2.50	\$995.00	\$2,487.50
Service	08/09/2023	Review MOU, analyze for long form. Advise CL.	1.50	\$995.00	\$1,492.50
Service	08/10/2023	(Class) Review alert courtlinks re 9/14 CMC vacated for Class, review court's website, confirm no event on calendar	0.20	\$250.00	\$50.00

Service	08/14/2023	Draft stip to consolidate PAGA and Class actions pursuant to MOU	0.50	\$250.00	\$125.00
Service	08/24/2023	Revise and finalize Stipulation for Leave to File First Amended Consolidated Complaint.	0.50	\$750.00	\$375.00
Service	08/24/2023	Draft First Amended Consolidated Complaint.	2.70	\$750.00	\$2,025.00
Service	08/25/2023	Email to E. Woodhead re: total class members number for settlement administration bid; review and analyze MOU to determine workweeks.	0.30	\$750.00	\$225.00
Service	08/25/2023	Draft Joint Notice of Settlement.	0.70	\$750.00	\$525.00
Service	08/25/2023	Draft Long Form Settlement Agreement.	3.40	\$750.00	\$2,550.00
Service	08/25/2023	Revise Stipulation to Consolidate and file FACC.	0.30	\$750.00	\$225.00
Service	08/25/2023	Email to M. Sutherland re: administration estimate from ILYM.	0.40	\$750.00	\$300.00
Service	08/25/2023	Email from Z. Papazyan re: class members and notice of settlement.	0.40	\$750.00	\$300.00
Service	08/25/2023	Email from Z. Papazyan re: settlement agreement, stipulation to consolidate and joint notice of settlement.	0.40	\$750.00	\$300.00
Service	08/28/2023	Run costs in Clio and Tussman	0.30	\$250.00	\$75.00
Service	08/28/2023	Email to M. Sutherland re: follow-up re request for administrator estimate for settlement.	0.20	\$750.00	\$150.00
Service	08/28/2023	Email from M. Sutherland re: class administration estimate; Review and analyze class administration estimate.	0.30	\$750.00	\$225.00
Service	08/28/2023	Revise Settlement Agreement; Email to Z. Papazyan re: class administration estimate and settlement documents.	0.40	\$750.00	\$300.00
Service	08/28/2023	Email from Z. Papazyan confirming receipt of settlement documents.	0.20	\$750.00	\$150.00
Service	08/28/2023	Review draft of long form settlement agreement; review emails and admin estimates; advise CL	1.00	\$950.00	\$950.00
Service	09/13/2023	Review file for status; review dockets regarding stay; draft, file and serve case management statement.	1.00	\$550.00	\$550.00
Service	09/18/2023	Receive and review case management statement; draft follow up correspondence.	0.50	\$550.00	\$275.00
Service	09/19/2023	Receipt and review Defendant's CMC.	0.30	\$750.00	\$225.00
Service	09/19/2023	Revise notice of settlement of the class action; Review and analyze Stipulation to vacate CMC; Email from/to Z. Papazyan re: notice of settlement	0.70	\$750.00	\$525.00

		and CMC.			
Service	09/20/2023	[Class] Revise and finalize Notice of Settlement; Email from/to Z. Papazyan re: Notice of Settlement and revisions.	0.40	\$750.00	\$300.00
Service	09/25/2023	Email to Z. Papazyan re meet and confer re: revisions to settlement agreement and stipulation for leave to consolidate class and PAGA claims.	0.30	\$750.00	\$225.00
Service	09/26/2023	Email from/to E. Woodhead re: revisions to settlement agreement and FACC.	0.30	\$750.00	\$225.00
Service	09/29/2023	Review status of Class and PAGA cases on ROA, confirm CMS filed, confirm 10/3 hearing still on calendar and get remote appearance info for AGR	0.30	\$250.00	\$75.00
Service	10/03/2023	Prepare for and attend CMC; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	10/04/2023	Review courtlink alert re CMC continued, confirm date on calendar	0.20	\$250.00	\$50.00
Service	10/19/2023	Review courtlink alert re CMC vacated, confirm new CMC date on calendar	0.30	\$250.00	\$75.00
Service	10/23/2023	Email from/to Z. Papazyan re: meet and confer re: settlement agreement; Review and analyze Defendant's revisions to same.	1.30	\$750.00	\$975.00
Service	10/25/2023	Email from/to Z. Papazyan re: meet and confer re settlement agreement and conference call.	0.30	\$750.00	\$225.00
Service	11/01/2023	Email to/from Z. Papazyan re: meet and confer re: revisions to Settlement Agreement; Conference call with Z. Papazyan re: same.	0.70	\$750.00	\$525.00
Service	11/01/2023	Run costs in Clio for CTL	0.20	\$250.00	\$50.00
Service	11/01/2023	Draft case management statement and proposed order; finalize for filing.	1.00	\$550.00	\$550.00
Service	11/01/2023	Review Defendant's revisions and further revise Settlement Agreement.	3.50	\$750.00	\$2,625.00
Service	11/01/2023	Revise and finalize Notice of Settlement [PAGA].	0.40	\$750.00	\$300.00
Service	11/01/2023	Revise Stipulation for Leave to File FACC.	0.40	\$750.00	\$300.00
Service	11/03/2023	Review joint notices of settlement, prepare POS, file through One-legal, e-serve on OTC, circulate.	0.60	\$250.00	\$150.00
Service	11/10/2023	Email to Z. Papazyan re: meet and confer re: revisions to Settlement Agreement.	0.30	\$750.00	\$225.00
Service	11/13/2023	Email from/to Z. Papazyan re meet and confer re: depositions and motions.	0.30	\$750.00	\$225.00

Service	11/17/2023	Email form Z. Papazyan re: revisions to settlement agreement; receipt and review same.	0.30	\$750.00	\$225.00
Service	11/17/2023	Review/analyze defendant's changes to long form. Analyze progress of finalizing settlement / adhering to Court rules/deadlines.	2.00	\$895.00	\$1,790.00
Service	11/17/2023	review and analyze Def revisions to draft Agreement; advise CL	1.00	\$950.00	\$950.00
Service	11/30/2023	Review and review Long Form Settlement Agreement; Email from/to Z. Papzyan re revisions to same.	1.90	\$750.00	\$1,425.00
Service	12/01/2023	Email to/from Z. Papzayan re: meet and confer re revisions to settlement agreement and conference call re: same.	0.30	\$750.00	\$225.00
Service	12/04/2023	review Admin email and weekly report	0.20	\$950.00	\$190.00
Service	12/05/2023	Receive and review notices; correspondence regarding the same.	0.40	\$550.00	\$220.00
Service	12/05/2023	[Class/PAGA] Draft shells for notice of settlement form, per court's instruction.	0.80	\$250.00	\$200.00
Service	12/07/2023	Email to Z. Papazyan re: notice of settlement and meet and confer re stipulation to stay pending settlement.	0.30	\$750.00	\$225.00
Service	12/11/2023	Email from/to E. Woodhead re: meet and confer telephone all re: settlement agreement.	0.20	\$750.00	\$150.00
Service	12/12/2023	Conference call with E. Wood and Z. Papazyan re: meet and confer re: revisions to settlement agreement.	1.20	\$750.00	\$900.00
Service	12/12/2023	Revise Long Form settlement agreement; Discuss with Kyle; Email to E. Wood re: revisions.	0.50	\$750.00	\$375.00
Service	12/12/2023	Review and revise Joint Stipulation to Consolidate and for Leave to File FACC; Email from/to Z. Papazyan re: revisions to stipulation.	0.40	\$750.00	\$300.00
Service	12/13/2023	Review revisions to the Agreement; analysis of Labor Code sections; review emails from CL; advise CL as to next steps and future revisions	1.00	\$950.00	\$950.00
Service	12/13/2023	review Admin email and weekly report	0.20	\$950.00	\$190.00
Service	12/14/2023	Finalize Joint Stip to Consolidate Cases and for Leave to file FACC for service. Prepare POS. File via Onelegal. Email to OPC re Joint Stip to Consolidate Cases and for Leave to file FACC. Email to Court Docs. Enter case to Courtlinks for alerts.	0.60	\$250.00	\$150.00
Service	12/20/2023	Email to E. Woodhead re: revisions to settlement	0.20	\$750.00	\$150.00

		agreement.			
Service	12/21/2023	Email from Z. Papazyan re revisions to settlement agreement; Review and analyze revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	01/08/2024	Review status of case and court dockets for Class and PAGA matters re 1/23/24 CMC; event vacated	0.40	\$250.00	\$100.00
Service	01/17/2024	Review court's docket and one legal; Discuss status of stip to file FAC with YS	0.30	\$250.00	\$75.00
Service	01/17/2024	Review and revise Defendant's revisions to settlement agreement; review registry of action re: Order for Leave to file FACC.	1.50	\$750.00	\$1,125.00
Service	01/17/2024	Telephone call to E. Woodhead re: revisions to settlement agreement.	0.20	\$750.00	\$150.00
Service	01/17/2024	Telephone call from Z. Papazyan re: revisions to settlement agreement and unlisted LC claims not appearing in Complaint or PAGA letter.	0.30	\$750.00	\$225.00
Service	01/17/2024	Email to Z. Papazyan re: further revisions to settlement agreement and call to the court re: Order re leave to file FACC.	0.20	\$750.00	\$150.00
Service	01/19/2024	Email from T. DeLuna re: Stipulation and Order for Leave to File FACC; Receipt and review Order for Leave to File FACC.	0.20	\$750.00	\$150.00
Service	01/19/2024	Email to Z. Papazyan re meet and confer re: settlement agreement revisions and Order for Leave to file FACC.	0.30	\$750.00	\$225.00
Service	01/19/2024	Telephone call to court re status of stip for leave to file FACC.	0.30	\$250.00	\$75.00
Service	01/19/2024	Finalize FACC for service. Prepare POS. File via Onelegal. Email to OPC re FACC. Email to Court Docs to circulate.	0.60	\$250.00	\$150.00
Service	01/19/2024	[Class][PAGA] Review status of case, Confirm 1/23 CMC hearing off calendar, no need to set appearance	0.30	\$250.00	\$75.00
Service	01/25/2024	Email to Z. Papazyan re: revisions to settlement agreement.	0.30	\$750.00	\$225.00
Service	01/26/2024	Email from Z. Papazyan re: revisions to settlement agreement; review and analyze same.	0.30	\$750.00	\$225.00
Service	02/15/2024	Email from Z. Papazyan re telephone call on Wednesday re: settlement.	0.20	\$750.00	\$150.00
Service	02/20/2024	Review Defendant's revisions and comments re settlement agreement; analysis of issues; memo to CL	1.00	\$950.00	\$950.00

Service	02/21/2024	Review and review settlement agreement; Discuss with Kyle re same; Conference call with Z. Papzayan and E. Woodhead re revisions to same.	1.60	\$750.00	\$1,200.00
Service	03/13/2024	Review and analyze Defendant's Revisions to Settlement Agreement; Revise Settlement Agreement; Email to Z. Papazyan re: revisions to same.	0.90	\$750.00	\$675.00
Service	03/25/2024	Correspondence with Opposing Counsel: review correspondence between the parties; review settlement agreement; correspondence to Def	0.90	\$750.00	\$675.00
Service	03/28/2024	Receipt and Review of Correspondence: review correspondence between parties; review status of exhibits for settlement agreement	0.50	\$750.00	\$375.00
Service	04/02/2024	Draft exhibits to agreement; research issues; email draft exhibits to Def.	4.50	\$950.00	\$4,275.00
Service	04/03/2024	Prepare Kullar analysis for prelim approval brief.	3.00	\$895.00	\$2,685.00
Service	04/19/2024	Review court website re hearing reservation for MPA. Telephone call to the civil dept re same.	0.30	\$250.00	\$75.00
Service	04/29/2024	Receipt and Review of Correspondence: review correspondence from Def; review settlement documents; advise KN	0.80	\$750.00	\$600.00
Service	05/08/2024	Review final draft of agreement; review Defendant's revisions to the exhibits; finalize exhibits; prepare final agreement; emails to Defendant.	2.80	\$950.00	\$2,660.00
Service	05/16/2024	Review emails and final agreement; memo to staff	0.30	\$950.00	\$285.00
Service	05/16/2024	Review settlement agreement and exhibits for conformity with MOU terms. Send agreement to Plaintiff for signature. Call to answer questions and explain approval process and timing of payment.	1.30	\$850.00	\$1,105.00
Service	06/03/2024	Discussed MOU with Client.	0.60	\$675.00	\$405.00
Service	07/01/2024	Receipt and Review of Correspondence: review correspondence between parties; review status of settlement agreement	0.30	\$750.00	\$225.00
Service	07/10/2024	Analysis of issues and settlement; revise class notice; email Defendant; discuss with Tran; finalize class notice	1.00	\$950.00	\$950.00
Service	08/01/2024	Discuss status of declaration in support of MPA	0.50	\$450.00	\$225.00
Service	08/06/2024	Prepare final exhibits; prepare signed agreement with exhibits; review status and procedure to file motion	0.40	\$950.00	\$380.00
Service	08/16/2024	Review status and procedure for court; memo to staff; prepare approval outline; analysis of Kullar	4.50	\$950.00	\$4,275.00

		issues; draft motion for preliminary approval; prepare draft motion and circulate to the Defendant.			
Service	08/20/2024	Review file; draft declaration in support of motion to approve settlement/service award request re plaintiff Ignacio Moreno; email to client re draft declaration	2.00	\$450.00	\$900.00
Service	08/20/2024	Text and phone calls with client to explain declaration and walk through signing process	1.00	\$450.00	\$450.00
Service	09/06/2024	Draft declaration ISO motion; review documents and prepare exhibits; review and revise draft declaration for final	3.00	\$950.00	\$2,850.00
Service	09/06/2024	Review and revise motion; prepare motion for final; file and serve motion; serve LWDA	2.25	\$950.00	\$2,137.50
Service	10/09/2024	Review status and search for ruling; review ruling; research local rule issue; emails to and from Defendant.	1.00	\$950.00	\$950.00
Service	10/10/2024	Review court docket and case file for status. Review and respond to class member inquiries regarding settlement. Status update to Plaintiff.	1.00	\$850.00	\$850.00
Service	10/17/2024	Telephone call to court re signed proposed order re MPA? Email to KN	0.20	\$250.00	\$50.00
Service	10/28/2024	Review formatted notice; respond to Admin questions	0.50	\$950.00	\$475.00
Service	11/06/2024	Review Admin email and prelim calculations; double check figures; respond	0.50	\$950.00	\$475.00
Service	11/07/2024	Email form C. Polites re approval re preliminary calculations.	0.20	\$750.00	\$150.00
Service	12/01/2024	Email from/to C. Polities re administrator declaration; Review and analyze Declaration of Politics.	0.40	\$750.00	\$300.00
Service	12/03/2024	Review and analyze fees and costs in preparation for final approval motion.	0.30	\$750.00	\$225.00
Service	12/13/2024	Email from C. Politics re: Administrator Report; Receipt and review same.	0.30	\$750.00	\$225.00
Service	12/17/2024	Draft Memorandum of Points and Authorities in Support of Motion for Final Approval.	3.30	\$750.00	\$2,475.00
Service	12/17/2024	Draft Notice of Motion in Support of Motion for Final Approval; Review and analyze Docket and Preliminary Approval Order in preparation for same; Discuss with Nick re: Derek Tran.	1.60	\$750.00	\$1,200.00
Service	12/17/2024	Revise Memorandum of Points and Authorities in Support of Motion for Final Approval to include fee split; Discuss with Nick and Kyle.	0.40	\$750.00	\$300.00

Service	12/20/2024	Email from C. Politics re: status report re administraion; review and analyze same.	0.30	\$750.00	\$225.00
Service	01/07/2025	Review and revise motion for final approval; update and redline proposed order; email Defendant; memo to staff regarding issues with motion.	3.00	\$950.00	\$2,850.00
Service	01/07/2025	Review and revise Declaration of Administrator; Email to C. Politics re same.	0.50	\$750.00	\$375.00
Service	01/08/2025	Draft Declaration of N. Blumenthal in support of Motion for Final Approval.	2.40	\$750.00	\$1,800.00
Service	01/08/2025	Populate table of contents and authorities of MFA. Finalize formatting.	1.00	\$250.00	\$250.00
Service	01/08/2025	Review draft Admin decl and revisions thereto; discuss issues with CL and advise CL as to next steps; email Admin	0.75	\$950.00	\$712.50
Service	01/10/2025	Receipt and review Administrator's Status Report; Email from M. Vasquez re: same.	0.30	\$750.00	\$225.00
Service	01/14/2025	Review and revise declaration ISO motion; prepare exhibits; review billing for accuracy.	1.50	\$950.00	\$1,425.00
Service	01/15/2025	Review Defendant's comments on the draft motion; revise draft motion	1.00	\$950.00	\$950.00
Service	01/15/2025	Review and revise motion for final; update proposed order; file and serve motion; serve LWDA	3.00	\$950.00	\$2,850.00
Services Subtotal				\$210,800.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/08/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	09/29/2022	Court/OneLegal Fees	1.00	\$1,495.61	\$1,495.61
Expense	11/23/2022	Court fees/OneLegal Fees	1.00	\$18.16	\$18.16
Expense	11/24/2022	Court Fee/OneLegal Fee	1.00	\$83.39	\$83.39
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$151.85	\$151.85
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$221.05	\$221.05
Expense	12/08/2022	Court fees/OneLegal Fees	1.00	\$466.11	\$466.11
Expense	12/30/2022	Onelegal/Court Fee	1.00	\$18.16	\$18.16
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$151.85	\$151.85
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$221.05	\$221.05

Expense	01/03/2023	Onelegal/court fees	1.00	\$82.87	\$82.87
Expense	01/25/2023	Berger Consulting	1.00	\$850.00	\$850.00
Expense	02/17/2023	OneLegal filing fee.	1.00	\$18.62	\$18.62
Expense	03/06/2023	Mediation Fees - Marlin.	1.00	\$9,000.00	\$9,000.00
Expense	04/03/2023	Lexis Nexis	1.00	\$300.00	\$300.00
Expense	05/01/2023	Lexis Nexis.	1.00	\$1,411.00	\$1,411.00
Expense	06/02/2023	Lexisnexis	1.00	\$484.00	\$484.00
Expense	07/03/2023	Lexis Nexis	1.00	\$484.00	\$484.00
Expense	08/02/2023	LexisNexis	1.00	\$440.00	\$440.00
Expense	08/29/2023	Berger Consulting Fee.	1.00	\$4,320.00	\$4,320.00
Expense	09/01/2023	Lexis Nexis	1.00	\$484.00	\$484.00
Expense	10/02/2023	LexisNexis	1.00	\$440.00	\$440.00
Expense	11/06/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	11/06/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	12/03/2023	LexisNexis	1.00	\$462.00	\$462.00
Expense	12/15/2023	One Legal Filing	1.00	\$39.33	\$39.33
Expense	01/02/2024	LexisNexis	1.00	\$674.00	\$674.00
Expense	01/21/2024	Onelegal fee	1.00	\$20.68	\$20.68
Expense	02/03/2024	KNOX Filing and Messenger Service	1.00	\$161.25	\$161.25
Expense	09/08/2024	Filing fee - motion; one legal charge	1.00	\$87.71	\$87.71
Expense	09/09/2024	One legal filing charge	1.00	\$102.95	\$102.95
Expense	12/31/2024	LexisNexis	1.00	\$65.55	\$65.55
Expense	01/15/2025	Filing fee - motion	1.00	\$60.00	\$60.00

Expenses Subtotal \$22,916.85

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	24.0	\$895.00	\$21,480.00
Norm Blumenthal	7.5	\$995.00	\$7,462.50
Scott Blumenthal	21.4	\$450.00	\$9,630.00
Nicholas De Blouw	52.7	\$850.00	\$44,795.00

Ricardo Ehmann	17.35	\$750.00	\$13,012.50
Jeffrey Herman	1.0	\$750.00	\$750.00
Randy Hy	3.9	\$675.00	\$2,632.50
Christine LeVu	61.9	\$750.00	\$46,425.00
Kyle Nordrehaug	44.2	\$950.00	\$41,990.00
Sergio Puche	3.1	\$675.00	\$2,092.50
Victoria Rivapalacio	2.5	\$750.00	\$1,875.00
Andrew Ronan	23.1	\$550.00	\$12,705.00
Adolfo Sanchez Contreras	3.5	\$450.00	\$1,575.00
Adolfo Sanchez Contreras	12.8	\$250.00	\$3,200.00
Yesenia Silva	4.7	\$250.00	\$1,175.00
Subtotal			\$233,716.85
Total			\$233,716.85

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/14/2025	\$233,716.85	\$0.00	\$233,716.85
Outstanding Balance				\$233,716.85
Total Amount Outstanding				\$233,716.85

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA NAPA

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

Plaintiffs,

vs.

DOMAINE CHANDON, INC., a
Corporation; NEWTON VINEYARD
LLC; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 22CV001128

[Consolidated with Case No. 22CV001500]

**DECLARATION OF IGNACIO MORENO
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Hearing Date: October 10, 2024
Hearing Time: 8:30 p.m.

Judge: Hon. Cynthia P. Smith
Courtroom: A

Date Filed: September 27, 2023
Trial Date: Not set

DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 I, Ignacio Moreno, declare as follows:

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

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

7 3. During the class period I have worked as a Forklift Driver and Line Operator for the
8 Defendants Domaine Chandon, Inc., and Newton Vineyard LLC (“Defendants”) in California and
9 during that time period I have been classified by Defendant as a non-exempt employee.

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

17 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
18 because I felt that my legal rights as an employee and others like me were violated. I often did not
19 receive compliant meal and rest breaks which were late, interrupted or missed entirely. For
20 example, I was required to clock out for meal periods and continue to work. I also did not receive
21 the meal and rest break premiums I was entitled to. When I had a chance to take my breaks, I was
22 not allowed to leave the premises even to get some fresh air.

23 6. I spoke to my attorneys several times and discussed how Defendants implemented their
24 company policies and procedures. I also assisted my attorneys in their investigation into my claims
25 by providing them documents and answering their questions. I reviewed the complaint before it
26 was filed and, after it was filed, I was given access to an electronic file sharing program that
27 alerted me via email when important documents were filed so that I could review them and keep

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DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 up with the developments in the case which I understood was one of my duties as a class
2 representative. I would also contact my attorneys from time to time if I had any questions about
3 the case.

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

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

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

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

25 11. A mediation took place on August 3, 2023 with Lou Marlin, Esq., a well-respected and
26 experienced mediator of wage and hour class actions. During the mediation, the parties were able
27 to reach an agreement to settle the action. I communicated with my attorneys regarding the terms

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DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 of the settlement which was reached between the parties and understood that I was representing
2 absent class members and therefore wanted the best possible result to be obtained for the class
3 members and I believe a very positive result was in fact achieved via settlement. I reviewed and
4 signed the Memorandum of Understanding on August 7, 2023, and when the final settlement
5 papers were ready, I closely reviewed the Settlement Agreement which I signed on May 29, 2024.

6 12. I have been actively involved with this lawsuit performing the duties described above.
7 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
8 filings, and spent a significant amount of time on the issues presented during the lawsuit and in the
9 settlement process. I estimate that I spent approximately 50-60 hours working on this case up
10 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
11 and a proposed class representative to date, and will continue to do so. I have and always will
12 maintain the best interest of the class members.

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

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

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

27 16. In light of all the time and effort I have spent on this case, the risk I undertook by suing my

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DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

1 employer, the exposure to being responsible for paying Defendants' costs in the event we did not
2 win the case, the reputational risk that future employers may hold this lawsuit against me, the
3 general release and in light of the size of the settlement, I believe the request for \$10,000 as a
4 Class Representative service payment is fair and reasonable.

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DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT

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

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4 Executed on Aug 20, 2024, at Napa ca.
5 (city, state)

6 
7 Ignacio Moreno (Aug 20, 2024 19:43 PDT)
8 Ignacio Moreno
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28 DECLARATION OF IGNACIO MORENO IN SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT