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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ, an individual, on behalf of herself and others similarly situated,

PLAINTIFF,

v.

BALDA C. BREWER, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CIVSB2219827

[Case Assigned for All Purposes to Hon. Kevin Lee in Dept. S26]

DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS

[Filed concurrently with Motion for Final Approval; Motion for Approval of Attorneys' Fees and Costs; Declarations of Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez and Taylor Mitzner, Proposed Order, and Judgment]

Date: October 27, 2026
Time: 8:30 AM
Dept.: S26

Complaint Filed:	September 8, 2022
FAC Filed:	December 20, 2022
Trial Date:	None Set

DECLARATION OF KELSEY M. SZAMET

I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner in the law firm of KINGSLEY SZAMET EMPLOYMENT LAWYERS and one of the attorneys of record for Plaintiff Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-captioned case.

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

4. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "1".

FACTUAL BACKGROUND

5. On September 8, 2022, Plaintiff filed this wage and hour class action lawsuit, alleging six causes of action, including: (1) failure to pay wages and/or overtime under Labor Code sections 510, 511, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code section 17200. Also on September 8, 2022, Plaintiff sent a notice letter, pursuant to Labor Code section 2699 ("PAGA"), to the Labor Workforce Development Agency ("LWDA") regarding her intent to seek civil penalties for the same Labor Code violations above, under Labor Code section 2699,

et seq.

6. On December 20, 2022, Plaintiff filed a First Amended Class and Representative Action Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et seq., the Private Attorneys General Act ("PAGA") based on the underlying Labor Code violations already pled. (Hereafter, the "Action".) On May 19, 2025, Plaintiff filed a Second Amended Complaint, adding claims under Labor Code sections 2802, 1174 and 1174.5.

7. Plaintiff brings the Class Action on behalf of a Proposed Class defined as: "[a]ll hourly employees worked for Balda C. Brewer, Inc., directly or through a staffing agency, who are employed or have been employed by Balda C. Brewer, Inc., in the State of California who worked one or more pay periods since four (4) years prior to the filing of this action to the present."

8. The Parties started to engage in formal discovery but agreed to stay formal discovery to focus their efforts on resolving this case through early mediation.

9. Plaintiff served her first set of Special Interrogatories and Requests for Production of Documents on April 26, 2023. Defendant produced the employee handbook as well as a randomized 20% sample of time and pay data for the Proposed Class for mediation purposes only.

10. On March 11, 2024, and September 11, 2024, the Parties attended two days of mediation with experienced mediator Peter S. Rukin.

11. The Parties engaged in arms- length settlement negotiations for months before this Settlement was reached.

12. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

13. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement classes in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and

representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Action on the terms set forth here.

14. On June 15, 2026, the Court issued an Order preliminarily approving the settlement in this case, approving the proposed Class Notice, ordering that the Administrator send notice to the Class, and setting a date for the Final Approval and Fairness Hearing.

SETTLEMENT

15. The settlement class is defined as: "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods in California during the Covered Period, and those individuals working at Balda C. Brewer, Inc. on an hourly basis through a staffing agency, for one or more pay periods in California during the Covered Period."

16. The "Settlement Class Members" or "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).

17. The Covered Period is the period from September 8, 2018 to October 6, 2024.

18. As of February 19, 2026, Defendant estimates there are approximately 1,543 Settlement Class Members.

19. For purposes of Agreement, the "Aggrieved Employee" or "PAGA Employee" means "all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods during the PAGA Period in the State of California, and those individuals working for Balda C. Brewer, Inc. on an hourly basis through a staffing agency, in California for one or more pay periods during the PAGA Period."

20. The PAGA Period means the period of September 8, 2021 to October 6, 2024.

21. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $2,500,000.00, which includes the sum of the Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class

Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

22. The Net Settlement Amount is the Gross Settlement Amount, less 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.

23. The Agreement provided for counsel to receive cost reimbursement up to $30,000.00. However, counsel's final costs come to $23,343.19, which includes the anticipated cost of $300 for filing the instant motions. The extra $6,656.81 will remain in the net settlement fund, causing the net distribution to the Class Members to be slightly higher than the $1,580,016.67 contemplated in the settlement agreement.

CLASS NOTICE

24. The Court approved the proposed Class Notice and directed the mailing of the Notice by first-class mail to Settlement Class Members in accordance with the proposed implementation schedule.

CLASS COUNSEL'S *KULLAR* ANALYSIS

25. All settlement discussions were made by experienced and informed counsel, who believe that this settlement represents a favorable resolution for the Settlement Class Members.

26. The settlement negotiations have been, at all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other type of misconduct by either side has taken place.

27. The Parties engaged in formal and informal discovery that permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation. This included the employee handbook as well as a randomized 20% sample of time and pay data for the Settlement Class Members.

28. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each claim alleged in the lawsuit.

29. Class Counsel have significant experience in cases of this type, including several years prosecuting wage, hour, and working condition violations.

30. Class Counsel is thus qualified to evaluate the class claims and viability of the defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and that the average recovery for each Settlement Class Member of over $1,046 is substantial, given the risks inherent in litigation and the defenses asserted.

31. The proposed settlement satisfies each of these factors.

32. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

33. The Parties also engaged in meaningful confirmatory discovery after the mediation.

34. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

The Risks Associated with the Wages/Overtime Claim

35. Plaintiff and the Proposed Class allege that they were not properly compensated for all hours worked at the appropriate rate of pay.

36. Towards the end of her employment, Plaintiff alleges that Defendant instituted an improper alternative workweek schedule that resulted in unpaid overtime.

37. Plaintiff's alternative workweek schedule consisted of 12- hour shifts for three (3) days per week, and a 6-hour shift one day per week, for a total of 42 hours per week.

38. Defendant's overtime policy states that non-exempt employees only receive overtime pay if the employee works over 40 hours in one week and or the first 8 hours worked on a seventh consecutive day of work in the same workweek.

39. Plaintiff maintains that this policy is unlawful on its face for employees who do not work the same AWS as Plaintiff, nor does it state that employees on the 12/12/12/6 AWS are entitled to overtime after the 10th hour of work or after the 12th hour of work.

40. Under a valid AWS, the applicable wage order permits an alternative work schedule of no more than 10 hours per day without the payment of an overtime rate of compensation.

41. Under its general overtime policy in the Employee Handbook, an employee only earns overtime compensation if the employee works over 40 hours in a week or on a seventh

consecutive day of work.

42. Plaintiff also argues that Defendant maintained an unlawful rounding practice.

43. Plaintiff further alleges that she signed in/out sheets every day when beginning or ending her shift and for meal periods, but that supervisors actually recorded and rounded employees' time which resulted in meal violations and unpaid wages.

The Risks Associated with the Meal Period Claim

44. Plaintiff maintains that Defendant failed to inform Plaintiff of her right to take compliant first and second meal period by way of lawful policy.

45. Defendant forced Plaintiff to five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break.

46. Plaintiff alleges that she was subjected to late meal periods because she could not leave her machine unattended and was required to wait under a supervisor could relieve her for a meal break.

47. Plaintiff also maintains that regularly worked 12-hour shifts during the time she worked an alternative work schedule and was not provided a second meal period, nor did she sign a meal waiver waiving her second meal periods.

48. Defendant has maintained an unlawful meal rounding policy wherein it rounded time for an employee's meal break regardless of whether a 30-minute compliant meal period was actually provided under California law.

49. This rounding policy was unlawful and did not account for whether the meal periods were provided, employees took their meal periods at all, took timely meal periods, and/or took meal periods of less than thirty minutes.

50. Defendant heavily contested this claim.

51. Defendant argued that the employees did receive their meal and rest periods and, at trial, would present other employees who would testify to that fact. Defendant argued that its policies and practices ensured high compliance with meal and rest break laws because employees were required to document non-compliant meal periods for every shift through its electronic timekeeping system. Additionally, because Defendant maintained facially valid meal and rest

period policies, Defendant argued that it would be entitled to inquire of each and every Settlement Class Member whether his/her meal periods were provided, and if not, why not – essentially arguing that any untimely or short meal periods in the records were a result of an employee's volition rather than Defendant's own failure to provide them. Had the Parties proceeded to trial, Defendant would have retained an expert to analyze extrinsic evidence to rebut any alleged meal break violations by arguing that meal breaks were taken and not recorded or were voluntarily missed. These presented risks on the meal and rest period claims that Plaintiffs considered when evaluating this settlement.

The Risks Associated with the Rest Period Claim

52. Plaintiff could not leave her machine unattended to take her meal or rest breaks.

53. A supervisor needed to ensure Plaintiff's machine was covered by another employee so that Plaintiff could take her meal or rest break.

54. Defendant would have argued that Plaintiffs' rest period claim was not appropriate for certification because California law does not require employees to record rest periods. Absent a shift-by-shift, break-by-break, employee-by-employee inquiry, Defendant would have argued that there was simply no way to know (1) whether a break was taken; and (2) if not, why not. For each instance where an employee did not take a 10- minute rest period by the end of the fourth hour of work, the trier of fact would still have to determine why that particular employee had less than their full allotment of rest time. As such, Plaintiff had to acknowledge that it could potentially by easy for Defendant to defeat certification of this claim if it was able to gather testimonial evidence from class members indicating that they were able to take all required rest breaks each day. Though Plaintiff does not believe this was the case, Plaintiff must acknowledge it poses risks for the Class. There is certainly risk as to both sides as to what declarations and depositions of class members might reveal.

The Risks Associated with the Reimbursement Claim

55. Plaintiff alleges that Defendant failed to reimburse employees for the cost of using tools that were not provided by Defendant but were necessary for the performance of Plaintiff and the Proposed Class's job duties. Plaintiff alleges that Defendant required that he and the Proposed

Class use their personal cell phones to communicate with supervisors and send photos throughout their shifts if they needed assistance, as well as respond to calls or texts regarding work-related matters while they were off the clock. Defendant did not reimburse Plaintiff and the Proposed Class for this business use of their personal cell phone.

56. Defendant strongly argued that, if there was work-related use of personal cell phones, that use of their personal cell phones was minimal and infrequent, which would greatly reduce the actual amount of damages owed under this claim.

The Risks Associated with the Wage Statement Claims

57. Plaintiff and the Class are issued wage statements that do not include the total hours worked by the employee.

58. Plaintiff and the Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

The Risks Associated with the Waiting Time Penalties Claim

59. Plaintiff contends that Defendant failed to properly pay overtime for any work in excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week.

60. The risk analysis for the section 203 claim flows from the risk analysis for the underlying wage claim discussed above.

61. If Defendant could prove, as it contends, that class members were paid for all hours worked, there would be no recovery of wages and no waiting time penalties that flow therefrom.

62. Plaintiff also alleged that Defendant owes waiting time penalties by not paying former alleged employees all wages owed and all premium payments for non-compliant meal or rest periods under Labor Code § 226.7.

63. Pursuant to *Murphy v. Kenneth Cole Productions, Inc.* (2002) 40 Cal.4th 1094, 1120, Plaintiff contended that break premium payments constitute "wages" under Labor Code § 203.

64. The bigger risk that Plaintiff analyzed, however, is that to establish liability for waiting time penalties, Plaintiff would have to establish not only that the underlying violations

occurred, but also that Defendant's conduct was "willful."

65. If Defendant could establish that any alleged failure was the result of mistake or oversight and not "willful", then it is possible that Plaintiff would not be able to recover penalties for this claim.

66. Because of this risk, Plaintiff determined that accepting a discount for settlement purposes was appropriate.

The Risks Associated with the PAGA Claim

67. The Parties discounted the PAGA claim for multiple reasons. First, the aggrieved employees' PAGA claims are derivative of all the foregoing class claims. Second, a court has discretion to award less than the maximum penalty. Finally, the Class is compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations would be duplicative. The Agreement's contemplated PAGA payment of $20,000.00 is appropriate.

68. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

69. If the Court did eventually certify a meal or wage statement class, trial of a case involving approximately 1,543 Settlement Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

70. Given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

71. This case has not been certified to be tried as a class action. While Plaintiff believes there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. In attempting to certify a class, the parties would need to conduct multiple depositions, including the Class Representative and several person(s) most knowledgeable regarding Defendant's meal, rest, reimbursement, and wage policies. There is a risk for both sides

as to what these depositions will reveal and whether they will support class certification to the extent expected.

72. It was very difficult for the Parties to reach this Settlement of $2,500,000.00.

73. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance of an experienced mediator, Peter S. Rukin.

74. Plaintiff retained an expert to analyze a randomized sample of time and pay data provided by Defendant in advance of mediation.

75. Plaintiff assessed full value of the Unpaid Wages claim, without any discount, at approximately $133,493.00.

76. Out of the 53,592 shifts analyzed in the provided sample, only 228 employees were underpaid due to the rounding policy and practice. Extrapolated to the class, Plaintiff's expert estimated that there were only 1,562 unpaid hours throughout the relevant time period, which makes the maximum exposure of damages relatively small compared to the other claims.

77. The full value of the Meal Period claim, without any discount, was approximately $1,022,473.00, including interest.

78. This amount is comprised of $948,875.00 in damages for Settlement Class Members.

79. Plaintiff determined that accepting a discount of the full meal period amount was appropriate.

80. The full value of the Rest Period claim, without any discount, was approximately $6,854,744.00 including interest.

81. This amount is comprised of $6,392,611.00 in damages for class members assuming a 100% violation.

82. Taking the significant risks at trial and that the actual violation rate is likely lower than 100%, Plaintiff determined that accepting a discount of the full amount was appropriate.

83. Plaintiff valued the Wage Statement Claim, without discount, at $2,000,00.00.

84. This figure is overstated because Labor Code §226(e)(1) uses $50 for the initial pay period (not $100) and puts a $4,000 cap on wage statement penalties per employee.

85. Due to the risk discussed above that 226(a) liability wouldn't attach under *Naranjo* and *Maldonado*, Plaintiff determined that a steep discount of this claim was fair for settlement purposes.

86. Plaintiff valued the Waiting Time Claim, tied to the Wage/Overtime claim, at $2,760,928.00.

87. Considering the derivate nature of Labor Code §203 and the dispute over whether class members were owed any wages, Plaintiff determined that accepting a discount on this claim was appropriate.

88. Plaintiff calculated the value of the PAGA claim at $8,492,600.00 for Settlement Class Members (using $100 per pay period) and "stacked" violations per Labor Code section alleged.

89. The main risk taken into account with PAGA is the discretionary nature of the penalty award.

90. A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement.

91. While there is a dearth of available authority, in Plaintiff's view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties on top of any damages recovered.

92. If the Court awarded only a single "stack" of PAGA penalties, the maximum value of the PAGA claim could actually be $332,660.00 (33,266 pay periods x $100 per pay period).

93. Plaintiff believed accepting a significant discount on this claim was reasonable for purposes of settlement.

94. The maximum potential value of all of Plaintiff's and the Settlement Class Members' claims was approximately $9,807,639.00 with reasonable discounts taken into account.

95. As a result of the risks on the merits, Class Counsel believes the Gross Settlement

Amount of $2,500,000.00 is fair and reasonable.

96. Class Counsel conducted a thorough investigation into the facts of the claims alleged. The agreement to settle did not occur until Class Counsel exchanged and possessed sufficient information to make an informed judgement regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

ATTORNEY COMPETENCE

97. Kingsley Szamet Employment Lawyers is very experienced in prosecuting employment litigation, and since the year 2000 we have focused our practice on litigating complex wage, hour, and working condition violations. My firm is extremely well-versed in class and representative action litigation and has diligently pursued this action. Kingsley Szamet Employment Lawyers currently serves as Class Counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a very small but representative sampling of wage and hour class cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, the Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of $475,000 and the court approved the attorneys' fee request of 30%.

c. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, the Hon. Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

d. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Hon. Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

e. *Ryan v. Hilton Hotels Corporation,* (No. BC364260, L.A. Super. Ct.) In March 2008, the Hon. Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and attorneys' fees request of $558,333.33

(33.33%).

f. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

g. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Hon. James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

h. *Hirschinger v. Blue Cross of California*, (No. BC402739, L.A. Super. Ct.) In June 2013, the Hon. Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

i. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Hon. William F. Highberger granted final approval of Settlement in the gross amount of $1,500,000.00 and attorneys' fees request of $500,000 (33.33%).

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al.* v. *Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in favor of the class, the Hon. Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel $996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and attorneys' fees request of $666,666.67 (33.33%).

m. *Pineda, et al. v. Grimmway Enterprises, Inc*., (No. BCV-15-101333, Kern Super.

Ct.) In January 2018, the Hon. Stephen D. Schuett granted final approval of Settlement in the gross amount of $9,000,000 with attorneys' fees request of $3,000,000 (33.33%).

n. *Hernandez v. Broward Builders, Inc*., (No. CV-18-2032, Sacramento Super. Ct.) In October 2020, the Hon. Peter M. Williams granted final approval of the Settlement in the amount of $1,500,000 with attorney's fee request of $500,000 (33.33%).

o. *Amaro et al. v Gerawan Farming, Inc*., (No. 1:14-cv-00147-DAD-SAB (E.D. Cal.).) In October 2020, the Hon. Dale Drodz granted final approval of Settlement in the amount of $5,000,000, and attorneys' fee request of $1,500,000 (30%).

p. *Gettys v. Banc of American Merchant Services, LLC*, (No. 19STCV17233, L.A. Super. Ct.) In March 2021, the Hon. Ann I. Jones granted final approval of the Settlement in the amount of $1,900,000, and attorneys' fee request of $633,333.33 (33.33%).

q. *Griffin, et al. v. Cavco Industries; Fleetwood Homes* (No. CIVDS1927889, San Bernardino Super. Ct.) In November 2021, the Hon. David Cohn granted final approval of the Settlement in the amount of $2,250,000, and attorneys' fee request of $750,000 (33.33%).

r. *Autozone Suitable Seating Cases included actions Meda v. Autozone, Inc. et al, (No. BC683600, and Gonzalez v. Autozoners, Inc.* (No. 23CV411824). In July 2025, Judge Laura A. Seigle granted approval of a PAGA Settlement in the amount of $5,932,350, and attorneys' fees of $1,976,964.26 (33.33%).

s. *Espinoza, et al. v. Warehouse Demo Services, Inc; Club Demonstration Services, Inc.* (No. 17CV310844, Santa Clara Superior Ct). In January 2026, the Hon. Thedore Zayner granted final approval of the Settlement in the amount of $10,200,000, and an attorneys' fees request of $3,400,000 (33.33%).

98. Kingsley Szamet Employment Lawyers filed its first motion for class certification

in the year 2000 and since that time has been appointed Class Counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley Szamet Employment Lawyers has moved for class certification in 16 matters and has successfully obtained class certification in all 15 of those cases. A brief sampling of which includes:

a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.*

b. *Melendrez v. JK Communications, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

c. *Amaro, et al v. Gerawan Farming, Inc., No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

d. *Suarez v. Mazatlan, Inc., No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).*

e. *Ruiz v. Daniel C. Salas Harvesting, Inc., Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.*

f. *Weldon v. Geo Corrections & Detentions, LLC, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.*

g. *Patton v. Skyler Electric, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.*

h. *Hameister v. Jaco Oil Company, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.*

99. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

100. There is no governmental participant in this action except arguably the LWDA.

ATTORNEYS' FEE AWARD

101. As detailed fully in the Agreement and set forth above, the Agreement provides for

Defendant to create a Gross Settlement Amount of $2,500,000.00. From that fund, Plaintiff requests an award of attorneys' fees in the amount of $833,333.33, or 1/3 of the Gross Settlement Amount created on behalf of members of the Class.

102. In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this litigation during the entire time that it has been pending, all on a pure contingency basis. Through the investment of substantial effort and resources, Class Counsel has secured an outstanding Settlement on behalf of the members of the Class. Defendant vigorously contested liability, the amount of claimed damages, and the propriety of class certification. It is this kind of situation, involving complex issues, that has been recognized as justifying a substantial attorney fee award.

103. I am very familiar with the contingent fee market throughout California and in the San Bernardino County area, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of my firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits. Many of those agreements provided that counsel will receive a fee that is between 33% and 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of the recovery amount. The Plaintiff in this action signed a contingency fee agreement that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles. These are typical and standard percentages in employment-related contingency agreements throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm, for any amount significantly less than the contingency fee percentage provided in this retainer agreement. Kingsley Szamet Employment Lawyers has never been paid any money for attorneys' fees in this case and has advanced all costs.

104. There are always risks attendant to billing cases on a contingency basis. Those risks are even higher in the current economic climate. Kingsley Szamet Employment Lawyers bills the vast majority of its cases on contingency and has been affected by recent bankruptcy filings. In three separate cases, *Lozoya v. Shore House Café, Inc.,* No. 30-2008-00082103-CU-OE-CJC

(Orange Super. Ct. filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred thousands of dollars in fees that will never be recovered.

105. Additionally, there are cases where Kingsley Szamet Employment Lawyers takes on the extreme risk of attempting to certify a class case, often times turning down class or individual settlement offers that Kingsley Szamet Employment Lawyers feels are not in the best interest of the class, only to lose class certification and the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services, Inc.,* No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-RGK(FFMx) (C.D. Cal. filed October 5, 2010).

106. When Class Counsel's motions for class certification are denied, Class Counsel often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*, 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct. App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant Services, Inc.,* No. B238605 (CA. Ct. App. 2012)).

107. In addition to appealing class certification denials, Kingsley Szamet Employment Lawyers has been involved in numerous lengthy and protracted appeals process before the California Court of Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm specifically has taken and lost some issues on appeal that required the write-off of significant legal fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings or successfully fought to have successful rulings affirmed. Below is just a sample of some of these appeals:

a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);

c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court ruling in employer's favor that certain employees can share in mandatory tip pool affirmed);

d. *Areso v. CarMax, Inc.,* 195 Cal. App. 4th 996 (2011) (lower court ruling in employer's favor approving employer's commission pay plan affirmed) ;

e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153 (2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling that pharmaceutical sales representatives are exempt employees affirmed);

g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26, 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court granted employer's motion to compel arbitration, Court of Appeal reversed, U.S. Supreme Court affirmed lower court);

h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App. Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L. Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb. 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration affirmed);

j. *Cortez v. Doty Bros. Equipment Company, Inc.* (2017) 15 Cal.App.5th 1 (reversing in part and affirming in part trial courts order compelling arbitration);

k. *Lopez v. Friant & Associates, L.L.C.* (2017) 15 Cal.App.5th 773 (reversing summary judgement in favor of employer on wage statement claim);

l. *Kane v. Valley Slurry Seal Company*, Case No. C079558, Cal. Ct. App. May 8, 2018) (affirming judgement for employees after bench trial);

m. *Kim v. Reins International California*, Case No. S246911. Oral argument was held before the California Supreme Court on January 6, 2020 and a decision was published in March 2020.

108. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense firms are able to bill their clients for time spent on a case. As verified by a survey conducted by the National Law Journal nearly a decade ago, six California firms provided their hourly billing rates and of the six firms, five regularly charged in excess of $500 for their partners. In fact, four of these firms charged as high as $600, $620, $650 and up to $850 per hour. These firms are located in Orange County, Los Angeles County, Santa Clara County, and San Diego County. This survey is attached hereto as Exhibit "2".

109. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class certification. Recently, there has been a renewed effort by defense counsel and/or their clients to challenge these cases and to push back, especially on certification motions. In addition, many novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

CLASS COUNSEL'S HOURS AND HOURLY RATES ARE REASONABLE

110. Class Counsel's aggregate lodestar amounts to $256,234.00 (without future hours), which represents 288 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiff's Motion for Final Approval.

111. As such, Class Counsel is asking for a multiplier of 3.25.

112. The amount of time spent on this case (over 288 hours), which culminated in a very favorable proposed Settlement for the Settlement Class Members, is reasonable given the complexity and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation, and the exceptional results obtained.

113. Class Counsel litigated this action with great efficiency in light of the amount of work required to achieve the Settlement.

114. The requested hourly rates in this case range from $450.00 per hour to $1,250.00.

115. Class Counsel's hourly rates are fully supported by their experience and reputation

in handling complex employment litigation, including wage and hour class actions.

116. Mr. Kingsley was barred in 1996 and is a 30-year attorney with expertise in wage and hour class action lawsuits.

117. He has litigated several hundred such cases, including at the appellate level at the U.S. Supreme Court, California Supreme Court, the Ninth Circuit, and the California Court of Appeal.

118. He is also a prolific speaker at various seminars on employment law and regularly contributes to legal publications on employment topics.

119. In light of the impending increase of experienced lawyers in specialized practice, I believe that the hourly rates charged by my firm are fair and reasonable and are comparable to or less than those charged by my colleagues in California and the national market for prosecuting or defending class actions.

120. My office billed for the following five attorneys for work performed on this case: Eric Kingsley, Liane Katzenstein Ly, Jessica Bulaon, Sydney I. Baines, and me.

121. I am a partner at Kingsley Szamet Employment Lawyers. I have been practicing law since 2008 and my current billing rate is $940 per hour. I received my Bachelor of Arts degree, *cum laude*, from the University of California San Diego and received my law degree from UCLA School of Law in 2008, where I was active in the Women's Law Journal and community-based legal clinics.

122. Jessi Bulaon is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms. Bulaon is a graduate of UCLA where she obtained her Bachelor of Arts in Sociology. In 2021, she earned her J.D. from Southwestern Law School, where she was a member on the Law Review and the Dean's List. While at Southwestern, she was awarded the Exceptional Achievement Award in Employment Law Survey course and Witkin Award in her Labor Law course. Ms. Bulaon also clerked at a plaintiff-side employment law firm for 1.5 years until she was admitted to practice in December of 2021. She is billed at $570 per hour.

123. Sydney Baines is an Associate Attorney at Kingsley Szamet Employment Lawyers. Ms. Baines is a graduate of Wheaton College in Massachusetts where she obtained her Bachelor

of Arts in Psychology. In 2019, she earned her J.D. from Indiana University Maurer School of Law where she was active in constitutional protections community-based legal clinics. Ms. Baines worked as a certified legal trial intern in her final year of law school conducting her own trials under the supervision of an attorney prior to graduating. Ms. Baines also worked at boutique and fortune 500 companies in various legal, publicity, and communications roles before being admitted to practice in October of 2024. She is billed at $450 per hour.

124. Liane Katzenstein Ly, a former partner at Kingsley Szamet Employment Lawyers, had a billing rate of $800 per hour at the time that she left the firm. She is an honors graduate of Florida State University, and received her JD from University of California Davis School of Law in 2008, where she was an editor of the Environmental Law Journal and a board member of the King Hall Negotiations Team.

125. An article in the Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour* states that "a review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an hour, with top rates at several large law firms exceeding $1,400." The article also explains that "despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn." Finally, the article notes that "the average highest rate paid for law-firm partners was $875 an hour in 2015." This article is attached hereto as Exhibit "3".

126. Class Counsel's charged rate are commensurate with the prevailing market rates in the community for attorneys of comparable experience and skill handling complex litigation.

127. Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services.

128. Class Counsel made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates.

129. Finally, Class Counsel's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. Under the

adjusted Laffey Matrix, a reasonable rate for an attorney with 20+ years of experience, such as Mr. Kingsley, is $1227, a reasonable rate for an attorney with 16 years of experience, such as Ms. Ly and Ms. Szamet, is $1019, a reasonable rate for an attorney with 4-7 years of experience, such as Ms. Bulaon, is $625, and a reasonable rate for an attorney with 3 or less years of experience, such as Ms. Baines is $508. A true and correct copy of the 2025-2026 Adjusted Laffey Matrix is attached hereto as Exhibit "4".

130. Kingsley Szamet Employment Lawyers' attorneys' fees in the present case are broken down as follows:

ATTORNEY	**HOURS**	**HOURLY RATE**	**TOTALS**
Eric B. Kingsley	94.8	$1,250.00	$118,500.00
Kelsey M. Szamet	53.1	$940.00	$49,914.00
Jessi Bulaon	100.0	$570.00	$57,000.00
Sydney I. Baines	3.6	$450.00	$1,620.00
Liane Katzenstein Ly	36.5	$800.00	$29,200.00
KINGSLEY TOTAL ATTORNEYS' FEES	**280.0**		**$256,234.00**[1]

131. Kingsley Szamet Employment Lawyers has spent significant time extensively investigating, researching, and litigating this matter, including but not limited to the following:

a. intake and interviewing Plaintiff and witnesses and flushing out facts and issues;

b. researching employer and related causes of action;

c. researching other pending and former matters against Defendant;

d. fact development and investigating Defendant's ownership structure

e. researching and analyzing relevant claims under B&P 17200;

f. investigation and discussion regarding job functions, duties, compensation,

[1] The Total Attorneys' Fees does not include Class Counsel anticipated 10-15 hours of future time to handle the final approval hearing and to oversee the administration process.

policies, and procedures, etc.;

g. regular meetings and or communicating with the Class Representative;

h. regular meetings and or communicating with Co-Counsel;

i. drafting pleadings (Complaints, Motion for Preliminary Approval, various documents related to Preliminary Approval, Motion for Final Approval, various documents related to Final approval, etc.);

j. researching private right of action and various impact on class actions;

k. interviewing and obtaining declarations from Class Members;

l. preparing for and attending mediation;

m. discussing issues related to damage model calculations;

n. preparing and analyzing damage models;

o. negotiating the terms of the settlement;

p. reviewing and making changes to the Settlement Agreement;

q. drafting and editing all documents for Preliminary and Final Approval;

r. monitoring Notice and settlement administration procedures;

s. coordinating and overseeing all aspects of the administration of the Settlement (review documentation, approve form and content, etc.); and multiple communications with defense counsel.

132. Based on the aggregate lodestar, Class Counsel is requesting a multiplier of 3.25.

133. I believe the request for attorneys' fees in the amount of $833,333.33 is fair and reasonable given the complexity and novelty of the issues involved, the vigorous defense, and the exceptional results obtained. As explained above, Class Counsel's diligent litigation efforts and experience led to an outstanding settlement.

FACTORS THAT SUPPORT THE APPROVAL OF A MULTIPLIER

134. This case dealt with difficult legal and factual questions. Significantly, the risk attendant to the underlying claims in this matter was great considering Defendant's defenses. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for Preliminary Approval of Settlement and will be discussed in Plaintiff's forthcoming Motion for Final Approval

of Class Action Settlement, were this case to proceed, Defendant would have a strong incentive to litigate tenaciously. There are genuine issues in dispute.

135. Class Counsel are skilled wage and hour practitioners with decades of experience who diligently prepared and litigated this matter as discussed.

136. To achieve the ultimate result in this case, Co-lead Class Counsel had to incur substantial risk and expense and were precluded from taking other fee generating employment for over 288 hours of attorney time.

137. This matter had been handled purely on a contingency fee basis and Class Counsel have advanced many thousands of dollars in costs while deferring all payment of fees, with no guarantee that any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm resources to prosecution of this matter.

138. Class Counsel believe this is an exceptional result that has been well received by Settlement Class Members.

ATTORNEY COSTS

139. In addition to their request for fees, Class Counsel further request reimbursement of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this litigation, in the amount of $23,343.19.

140. To date, Kingsley Szamet Employment Lawyers has incurred $23,043.19 in costs.

141. Class Counsel anticipates incurring an additional $300.00 in costs to file, serve, and copy this motion; to prepare for and attend the hearing; and for future copy charges, however, pursuant to the Agreement, Class Counsel shall not seek an amount in excess of $30,000.00 for litigation costs.

142. As such, Class Counsel is requesting a cost reimbursement of $23.343.19.

143. All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation.

144. All of the requested costs are reasonable in amount and were necessarily incurred by Class Counsel in prosecuting this litigation. All of these costs have been incurred in the course of this litigation, and all costs advanced have already been paid by Class Counsel. A true and

correct copy of Kingsley Szamet's cost ledger is attached hereto as Exhibit "5".

THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED

145. Plaintiff's Counsel requests an enhancement of $15,000.00 to the Class Representative Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez for her work on behalf of the Class.

146. Here, Class Counsel requests an enhancement for Ms. Marquez's valiant effort and time expended in this matter. The time spent by Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with Class Counsel; making herself available for two days of mediation as well as any correspondence from Settlement Class Members; and responding promptly to Class Counsel's communications regarding settlement.

147. As set forth in the Agreement, Plaintiff will also be entering into a general release of liability pursuant to Civil Code Section 1542.

148. Class Counsel considers this to be a fair and reasonable enhancement.

149. The enhancement takes into consideration the time, effort, and expense incurred by Ms. Marquez in coming forward to litigate this matter on behalf of all Settlement Class Members.

150. Additionally, the Class Representative was at risk for paying for Defendant's legal fees and costs in the event that Defendant prevailed at trial.

151. The Class has benefited from Ms. Marquez's action in stepping forward on their behalf to bring this lawsuit.

152. Further, the Class Notice disclosed the enhancement award.

153. As of today, no Settlement Class Member has objected to the proposed enhancement.

154. Under the circumstances, a representative payment of $15,000.00 is justified and the Court should award this payment to Nancy Marquez Maldonado a.k.a. Nancy Maldonado

Marquez from the Gross Settlement Amount as provided in the Agreement.

PROOF OF SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY

155. As indicated on the Proof of Service, Plaintiff's accompanying Motion for Final Approval of Attorneys' Fees and Costs ("Motion") was uploaded to the Labor and Workforce Development Agency's ("LWDA") website on the date this Motion was filed. Proof of submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "6".

156. The Parties have searched the Labor and Workforce Development Agency ("LWDA") PAGA database for possible related cases in adjoining counties and found another PAGA Notice, attached hereto as Exhibit "7". The Parties are not aware of any other activity other than the filing of the PAGA Notice."

EXHIBITS

157. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed joint Class Action and PAGA Settlement Agreement that was preliminary approved by this Court on June 15, 2026.

158. Attached hereto as Exhibit "2" is a true and correct copy of the ALM Research 2007 NLJ Billing Survey.

159. Attached hereto as Exhibit "3" is a true and correct copy of Wall Street Journal on February 9, 2016 titled *Legal Hours Cross New Mark: $1,500 an Hour*.

160. Attached hereto as Exhibit "4" is a true and correct copy of the 2025-2026 Adjusted Laffey Matrix.

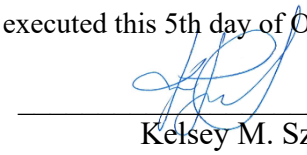
161. Attached hereto as Exhibit "5" is a true and correct copy of the Kingsley Szamet Employment Lawyers' costs ledger reflecting costs incurred in this matter.

162. Attached hereto as Exhibit "6" is a true and correct copy of the proof of submission to the LWDA as referenced in paragraph 155 above.

163. Attached hereto as Exhibit "7" is a true and correct copy of the LWDA's PAGA database for possible related cases in adjoining counties, as referenced in paragraph 156 above.

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

This declaration was executed this 5th day of October, 2026, in Encino, California.



Kelsey M. Szamet

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ ("Plaintiff") and defendant BALDA C. BREWER, INC. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ v. BALDA C. BREWER, INC.,* Case No. CIVSB2219827 initiated on September 8, 2022 and pending in Superior Court of the State of California, County of San Bernardino.

1.2. "Administrator" means Phoenix Class Action Administration Solutions, 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 Employee" or "PAGA Employee" means all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods during the PAGA Period in the State of California, and those individuals working at Balda C. Brewer, Inc. on an hourly basis through a staffing agency, in California for one or more pay periods during the PAGA Period.

1.5. "Class" means all hourly employees of Balda C. Brewer, Inc. who worked one or more pay periods in California during the Covered Period, and those individuals working at Balda C. Brewer, Inc. on an hourly basis through a staffing agency, for one or more pay periods in California during the Covered Period.

1.6. "Class Counsel" means Kingsley Szamet Employment Lawyers.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendant's possession and/or the records of the staffing agencies employing any Class Member provided to Defendant, including the Class Member's name, last-known mailing address, Social Security number, and number of Covered Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Covered Period" means the period from September 8, 2018 to October 6, 2024.

1.13. "Class Representative" or "Plaintiff" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Bernardino.

1.16. "Defendant" means named Defendant BALDA C. BREWER, INC.

1.17. "Defense Counsel" means Cozen O'Connor.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is "final" as of the latest of the following occurrences: (a) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review in the California Supreme Court, or (b) if a petition for review is filed, the date of denial of the petition for review, or the date the Judgment is affirmed pursuant to such petition; or (c) if no appeal is filed, the expiration date of the time for filing or noticing any appeal from the Judgment.

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

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means $2,500,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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 remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period of September 8, 2021 to October 6, 2024.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiff's September 8, 2022 letter, and the amended letter dated January 15, 2025, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($5,000.00) and the 75% to LWDA ($20,000.00) 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 NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ, the named plaintiff in the Action.

1.37. "Publication Notice" means the notices the Administrator will publish on Facebook and the La Opinion newspaper, in English and Spanish and calculated to provide notice to those Class Members employed through the staffing companies Affluent Staffing, Fairway, C-Hiree and/or Employbridge for which Defendant does not have any Class Data, for a 30-day period, to go out approximately 14 days after preliminary approval is granted. With the Motion for Preliminary approval, Plaintiff agrees to apply for Court approval of notice via publication pursuant to California Rules of Court Rule 3.766. Plaintiff will also apply for Court Approval for the text of the Publication Notice, without material variation with a Spanish translation, attached hereto as Exhibit B and incorporated by reference into this Agreement.

1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6. 3 below.

1.42. "Released Parties" means: Defendant BALDA C. BREWER, INC., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its and their respective; (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, exempt employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

1.43. "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.

1.44. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and the date that the Publication Notice is sent out (whichever is later), and shall be the last date on which Class Members may: (a) fax, email,

or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom 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.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Covered Period.

2. RECITALS.

2.1. On September 8, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay wages and/or overtime under Labor Code sections 510, 511, 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512; (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) failure to issue accurate itemized wage statements pursuant to Labor Code section 226(a); (5) penalties under Labor Code section 203; and (6) violation of Business & Professions Code section 17200. On December 20, 2022, Plaintiff filed a First Amended Complaint, adding an additional cause of action for penalties under PAGA for the same violations alleged in the original Complaint. On May 19, 2025, Plaintiff filed a Second Amended Complaint adding additional causes for: failure to pay wages timely during employment under Labor Code section 210, the failure to reimburse business expenses under Labor Code section 2802, and a failure to keep payroll records under Labor Code 1174, and a revision to the PAGA cause of action. The Second Amended Complaint the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on September 8, 2022. Plaintiff also sent an amended letter to the LWDA and Defendant on January 15, 2025 which adds violations under Labor Code section 210, 1174 et seq and 2802.

2.2. On March 11, 2024, the Parties participated in an all-day mediation presided over by Peter S. Rukin which led to this Agreement to settle the Action.

2.3. Prior to mediation, Plaintiff obtained, through formal and informal discovery, pertinent documents and data for the Class and PAGA Employees so that the Parties could fully investigate the claims at issue and understand their strengths and weaknesses. For mediation purposes only, Defendant produced a handbook and extensive time and pay data. 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"*).

2.4. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below, Defendant promises to pay a non-reversionary payment of $2,500,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court does not approve, or approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33-1/3%, which is currently estimated to be $833,333.33 and a Class Counsel Litigation Expenses Payment of not more than $30,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full

responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $26,650.00 (which includes the cost of the Publication Notice)except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $26,650.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. One third 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. Two Thirds of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 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.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $20,000.00 to be paid from the Gross Settlement Amount, with 75% ($15,000.00) allocated to the LWDA PAGA Payment and 25% ($5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($5,000.00) 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.

3.2.5.2. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Parties recognize that the complete Class Data pertaining to Class Members who were employed by staffing agencies is not in the Defendant's possession and is held by third parties, i.e., the staffing agencies. Class Data for Class Members who were employed through Leading Staffing has previously been sent to the Administrator, so Defendant has no obligation to send Class Data pertaining to those Class Members. The Parties acknowledge that Defendant does not have Class Data for Class Members employed through Affluent Staffing, Fairway, C-Hiree or Employbridge, and Defendant will use its best efforts to obtain Class Data for those Employees, and will promptly submit any missing Class Data to the Administrator when/if Defendant obtains it. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First

Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. Defendants shall fully discharge their obligations to those Class Members to whom they will pay a Settlement Payment through the mailing of a Check as set forth in Paragraph 4.2 above, regardless of whether such checks are actually received and/or negotiated by Class Members. Any check that is not negotiated within One Hundred Eighty (180) days of mailing to a Class Member shall be re-allocated to all those Class Members who did cash their Settlement checks during the 180 day period. The cost of mailing these checks to the participating Class Members shall be deducted from the amounts left in uncashed checks. If there is not enough left to ensure that each Class Member receiving a check get at least $25.00 after the cost of the administration is deducted, or if any of the second round of checks are not cashed, the Administrator shall transmit the residue 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). If the Court does not approve of such, the Parties agree upon and propose Bet Tzedek as a cy pres recipient within the meaning of CCP §384.

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

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

6.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences,, including, but not limited to: (a) claims arising from her alleged employment with Defendant, separation of alleged employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, that arose on or before the date of execution of the Settlement Agreement, (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. 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.

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

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

6.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,

release Released Parties from (i) any and all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the Operative Complaint, or any claims through the Covered Period which could have been asserted based on the facts alleged in the Operative Complaint, including without limitation to, any and all claims (1) pled in the Operative complaint, including Labor Code sections 510, 1174, 1194, 1199 (OT and Wages), 226.7, 512 (Meal and Rest), 226 (itemized wage statements), 203 (waiting time), 210 and 2802 (unreimbursed expenses); (2) all claims that could have been pled based on facts alleged; and (3) all related PAGA claims. Close date on the release is October 6, 2024.(collectively, the "Released Class Claims"). Except as set forth in Section 6.3 of 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 Covered Period.

6.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the Amended LWDA Letter dated January 15, 2025 (collectively, the "PAGA Claims") that arose during the PAGA Period.

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 current checklist for Preliminary Approvals.

7.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant

to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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 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 to 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.

8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Employees, Workweeks, and Pay Periods in the Class Data.

8.4.2 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 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.

8.4.3 Not later than 3 business 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.

8.4.4 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 60 days otherwise 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.

8.4.5 If the Administrator, Defendant 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, including any persons responding to the Publication Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise

options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 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 60 days after the Administrator mails the Class Notice (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.

8.5.2 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.

8.5.3 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 Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 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.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (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 of the challenges.

8.7 Objections to Settlement.

8.7.1 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.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, 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 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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.

8.8.1 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.

8.8.2 Requests 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 5 days after the expiration of the deadline for submitting

Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3 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.

8.8.4 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.

8.8.5 Administrator's Declaration. Not later than 14 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.

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in 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 15 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.

9. CLASS SIZE AND ESCALATOR CLAUSE Defendant estimates that: (1) the number of Class Members and number of total Compensable Work Weeks during the Covered Period is 1,543 Class Members working 64,698 workweeks, and (2) the number of Aggrieved Employees and the number of Pay Periods worked by PAGA employees during the PAGA Period is 23,691 PAGA Pay Periods and 851 PAGA employees. .

9.1 Increase in Class Members. Upon receipt of the Class Data, in the event that the number of Class Members exceeds the estimate provided by Defendant by more than 10%, the Administrator shall notify the Parties that of the number of Class Members. To the extent the number of Class Members in the Class Settlement Period increases by more than 10%, Defendant shall agree to increase the Gross Settlement Amount by a proportionate amount beyond the escalator. For example, if the number of Settlement Class Members increases by 17%, Defendant shall increase the Gross Settlement Amount by 7%. Defendant may elect not to increase the Gross Settlement Amount proportionately and instead may elect to reduce the Class Period so as to come within the escalator clause, Defendant shall notify Class Counsel of its decision in writing within ten (10) days of receiving the number of Class Members from the Settlement Administrator.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than thirty days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. 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, subd. (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 seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, 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 five 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 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator 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 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 Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an

admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.7 No 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, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.14 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.

13.15 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.

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

To Plaintiff:

Kingsley Szamet Employment Lawyers
Eric B. Kingsley
Jessica Bulaon
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

To Defendant:

Cozen O'Connor
Walter M. Stella
Brett Greving
388 Market Street, Suite 1000
San Francisco, CA 94111

13.17 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.

13.18 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.

Plaintiff

Dated: 01/28/2026

Nancy M.
NANCY MARQUEZ MALDONADO A.K.A.
NANCY MALDONADO MARQUEZ

Defendant

Dated: _____ _____
BALDA C. BREWER, INC.

Dated: January 28, 2026 KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____
Eric B. Kingsley
Jessica Bulaon
Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

Dated: _____ COZEN O'CONNOR

By: _____
Walter M. Stella
Brett Greving
Attorneys for Defendant
BALDA C. BREWER, INC.

Docusign Envelope ID: B75C1E5F-1BD1-4221-9E19-48DCBF6599E2

Defendant

Dated: 02/19/26 | 12:47 PM PST

DocuSigned by:
Ali Debei
732362048312468...

BALDA C. BREWER, INC.

Dated: _____

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Eric B. Kingsley
Jessica Bulaon
Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

Dated: February 19, 2026

COZEN O'CONNOR

By: _____

Walter M. Stella
Brett Greving
Attorneys for Defendant
BALDA C. BREWER, INC.

EXHIBIT A

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

NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ, an individual, on behalf of herself, others similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiff, v. BALDA C. BREWER, INC.; and DOES 1 thru 50, inclusive, Defendants, Case No. CIVSB2219827

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.

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against BALDA C. BREWER, INC. ("Defendant" or "Balda" is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former Balda employee, NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ ("Plaintiff") and seeks payment of (1) back wages and other relief for all hourly employees who worked for Balda C. Brewer, Inc., directly or through a staffing agency, who are employed or have been employed by Balda C. Brewer, Inc., in the State of California who worked one or more pay periods during September 8, 2018 to October 6, 2024 ("Class" or "Class Members")Covered Period; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly employees who worked for Balda C. Brewer, Inc., directly or through a staffing agency, who are employed or have been employed by Balda C. Brewer, Inc., in the State of California who worked one or more pay periods during the PAGA Period ([date] to October 6, 2024, or the date of preliminary approval, whichever is earlier) ("Aggrieved Employees" or "PAGA Employees").

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

Based on Defendant's 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 a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Covered Period and **you worked ____ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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 not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and

Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Covered 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 an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Covered Period wage claims and PAGA Period penalty claims against Defendant.

(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 Covered Period wage claims against Defendant, 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.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [date]**	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 **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

but not the PAGA Settlement **Written Objections Must be Submitted by [date]**	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. 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 **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [date]**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Covered Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Covered Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Balda employee. The Action accuses Defendant of violating California labor laws by failing to pay wages and/or overtime under Labor Code §§ 510, 1194, and 1199; failing to provide meal and rest breaks pursuant to Labor Code section 512 and 226.7; failing to provide accurate itemized wage statements pursuant to Labor Code section 226(a); waiting time penalties pursuant to Labor Code section 203; and violation of Business & Professions Code section 17200. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Kingsley Szamet ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. 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?

1. Defendant will pay $2,500,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

    A. Up to $833,333.33 (33-1/3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to $30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

    C. Up to $9,450.00 to the Administrator for services administering the Settlement.

    D. Up to $20,000.00 for PAGA Penalties, allocated 75% ($15,000.00) to the LWDA PAGA Payment and 25% ($5,000.00) 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.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Covered Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds to interest and penalties. ("Non-Wage Portion.) The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Defendant 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.

5. 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 deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. 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 enter a

Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

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

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Covered Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) any and all debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the factual allegations and claims asserted in the FAC, or any claims through the Covered Period which could have been asserted based on the facts alleged in the FAC, including without limitation to, any and all claims (1) pled in the complaint, including Labor Code sections 510, 1194, 1199 (OT and Wages), 226.7, 512 (Meal and Rest), 226 (itemized wage statements), and 203 (waiting time); (2) all claims that could have been pled based on facts alleged; and (3) all related PAGA claims. Close date on the release is October 6, 2024 or the date of preliminary approval, whichever is earlier (collectively, the "Released Class Claims").Covered Period Except as set forth in Section 6.3 of 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 Covered Period..

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved

Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all civil penalties, attorneys' fees, and costs under PAGA for all Labor Code provisions included in the LWDA Letter (collectively, the "PAGA Claims") that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Covered Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. 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.

2. Non-Participating Class Members. 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 Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ v. BALDA C. BREWER, INC., and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least [insert] days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details].**

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date]**. 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 NANCY MARQUEZ MALDONADO A.K.A. NANCY MALDONADO MARQUEZ

v. BALDA C. BREWER, INC. and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department S26 of the San Bernardino Superior Court, located at 247 West 3rd St, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website https://cap.sb-court.org/search beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://cap.sb-court.org/search) and entering the Case Number for the Action, Case No. CIVSB2219827.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Eric B. Kingsley
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16133 Ventura Blvd., Suite 1200
Encino, CA 91436
(818) 990-8300

Settlement Administrator:
Phoenix
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863

Phone: (800) 523-5773
info@phoenixclassaction.com
Website:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [website] for instructions on how to retrieve the funds you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

[English]

IF YOU WORKED AS AN HOURLY WORKER AT BALDA C. BREWER, INC. ANY TIME BETWEEN SEPTEMBER 8, 2018, AND OCTOBER 6, 2024 ("SETTLEMENT CLASS MEMBER"), EITHER DIRECTLY OR THROUGH A STAFFING AGENCY, YOU MAY BE ENTITLED TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT. CALL PHOENIX SETTLEMENT ADMINISTRATORS IMMEDIATELY FOR MORE INFORMATION ABOUT THE CLASS ACTION SETTLEMENT IN THE MATTER OF NANCY MALDONADO VS. BALDA BREWER, INC.

The Settlement will provide a gross amount of $2,500,000 to pay hourly employee claims between September 8, 2018 and October 6, 2024, including those working through a staffing company. It resolves a class action lawsuit alleging various violations, including: failure to pay wages, failure to provide meal and rest periods, and failure to reimburse business expenses, and seeking applicable penalties. Balda C. Brewer, Inc. denies all allegations and assert that it has not violated any law. To receive payment, you may need to submit a claim form, including W-4 and W-9 forms, by _____**.** If you receive a notice of this lawsuit by mail, you do NOT need to submit a claim form. To verify your status, contact the Settlement Administrator listed below and request the claim form. To receive a Settlement check, you may need to provide your address to the Settlement Administrator if you did not receive a notice of this lawsuit by mail. To exclude yourself from this Settlement and not receive payment, you must mail a request for exclusion to the Settlement Administrator at: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, by _____. To object to the Settlement, you must submit your objection to the Settlement Administrator by _____, or appear at the Final Approval Hearing scheduled _____, in Department No. __ of the San Bernardino County Superior Court, located at 247 West Third Street. San Bernardino, CA 92415-0210. For more detailed information about this Settlement, visit: _____. Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Phone: (800) 523-5773, Fax: (949) 209-2503, Email: info@phoenixclassaction.com

[Spanish]

SI TRABAJASTE COMO EMPLEADO POR HORAS EN BALDA C. BREWER, INC. EN CUALQUIER MOMENTO ENTRE EL 8 DE SEPTIEMBRE DE 2018 Y EL 6 DE OCTUBRE DE 2024 ("MIEMBRO DE LA CLASE DEL ACUERDO"), YA SEA DIRECTAMENTE O A TRAVÉS DE UNA AGENCIA DE EMPLEO, PODRÍAS TENER DERECHO A RECIBIR UN PAGO DEL ACUERDO COLECTIVO. LLAMA INMEDIATAMENTE A PHOENIX SETTLEMENT ADMINISTRATORS PARA MÁS INFORMACIÓN SOBRE EL ACUERDO COLECTIVO EN EL CASO DE NANCY MALDONADO VS. BALDA BREWER, INC.

El Acuerdo proporcionará un monto bruto de $2,500,000 para pagar reclamaciones de empleados por horas entre el 8 de septiembre de 2018 y el 6 de octubre de 2024, incluyendo aquellos que trabajaron a través de una agencia de empleo. El Acuerdo resuelve una demanda colectiva que alega varias violaciones, incluyendo: falta de pago de salarios, falta de proporcionar períodos de comida y descanso, y falta de reembolso de gastos de negocio, además de solicitar sanciones

aplicables. Balda C. Brewer, Inc. niega todas las alegaciones y afirma que no ha violado ninguna ley. Para recibir el pago, puede que necesites presentar un formulario de reclamación, incluyendo formularios W-4 y W-9, antes de _____. Si recibes un aviso de esta demanda por correo, NO necesitas presentar un formulario de reclamación. Para verificar tu estatus, contacta al Administrador del Acuerdo que aparece abajo y solicita el formulario de reclamación. Para recibir un cheque del Acuerdo, puede que necesites proporcionar tu dirección al Administrador del Acuerdo si no recibiste un aviso de esta demanda por correo. Para excluirte de este Acuerdo y no recibir pago, debes enviar por correo una solicitud de exclusión al Administrador del Acuerdo a: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, antes de _____. Para objetar el Acuerdo, debes enviar tu objeción al Administrador del Acuerdo antes de _____, o comparecer en la Audiencia Final de Aprobación programada _____, en el Departamento No. __ de la Corte Superior del Condado de San Bernardino, ubicada en 247 West Third Street, San Bernardino, CA 92415-0210. Para más información detallada sobre este Acuerdo, visita: _____. Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773, Fax: (949) 209-2503, Correo electrónico: info@phoenixclassaction.com

EXHIBIT "2"

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/11/2007

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Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
Adams and Reese	$500	$225	$255	$165	$198	$305	$278	$197	$300	$275
Andrews Kurth	$795	$400	$460	$210						
Arent Fox	$675	$395	$440	$240						
Armstrong Teasdale	$450	$295	$295	$165						
Baker, Donelson, Bearman, Caldwell & Berkowitz	$525	$230	$315	$160	$205	$325	$280	$200	$320	$270
Barnes & Thornburg	$485	$265	$295	$180	$225	$350	$302	$220	$355	$310
Bass, Berry & Sims PLC	$575	$300	$285	$180						
Best Best & Krieger	$495	$290	$350	$160	$203	$275	$212	$235	$390	$265
Bond, Schoeneck & King	$435	$200	$250	$140	$179	$294	$253	$175	$295	$300
Bradley Arant Rose & White	$520	$240	$280	$180	$211	$335	$258	$205	$330	$260
Briggs and Morgan	$500	$250	$325	$195	$233	$391	$344	$230	$395	$350
Brinks Hofer Gilson & Lione	$650	$300	$410	$180	$273	$479	$365	$250	$485	$350
Broad and Cassel	$450	$250	$310	$165	$232	$361	$294	$225	$360	$275
Brownstein Hyatt Farber Schreck	$675	$260	$270	$170	$219	$373	$308	$218	$390	$325
Bryan Cave	$695	$320	$495	$165	$295	$493	$394	$295	$490	$375
Buchanan Ingersoll & Rooney	$750	$320	$460	$150						
Bullivant Houser Bailey	$500	$225	$350	$150	$240	$285	$260	$220	$275	$250
Burr & Forman	$470	$250	$305	$175	$235	$340				
Butzel Long	$575	$210	$350	$155						
Carlton Fields	$600	$280	$375	$190	$243	$406	$312	$245	$405	$300
Cooley Godward Kronish	$875	$470	$555	$250						
Covington & Burling	$800	$510	$525	$240						
Cozen O'Connor	$750	$230	$530	$155	$283	$420	$350	$280	$425	$340
Curtis, Mallet-Prevost, Colt & Mosle	$735	$635	$560	$280	$361	$666	$396	$360	$685	$480
Davis Wright Tremaine	$695	$300	$390	$170	$257	$430	$375	$250	$423	$375
Day Pitney	$650	$350	$525	$210	$306	$472	$374	$310	$465	$375
Dickinson Wright	$530	$260	$275	$170						
Dickstein Shapiro Morin & Oshinsky	$825	$425	$440	$225	$336	$552	$438	$360	$550	$425
Dinsmore & Shohl	$475	$235	$285	$155	$199	$342	$275	$190	$340	$250
Dorsey & Whitney	$750	$220	$470	$145	$274	$463	$375	$260	$463	$365
Duane Morris	$705	$315	$465	$150	$310	$475	$416	$305	$470	$415
Dykema Gossett	$625	$245	$390	$185	$272	$403				
Edwards Angell Palmer & Dodge	$700	$350	$450	$170	$293	$515	$407	$280	$513	$400
Epstein Becker & Green	$675	$280	$440	$155	$290	$471	$380	$280	$475	$395
Fenwick & West	$775	$500	$500	$245	$360	$590	$395	$370	$600	$410
Foley & Lardner	$855			$185	$387	$550	$476	$375	$550	$475
Ford & Harrison	$560	$325	$395	$210						
Fowler White Boggs Banker	$500	$230	$325	$150	$217	$345	$303	$210	$340	$300
Fox Rothschild	$595	$240	$440	$190						

	A	C	D	E	F	G	H	I	J	K	L
46	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
47	Frost Brown Todd	$455	$225	$255	$145	$180	$303	$256	$170	$295	$255
48	Gardere Wynne Sewell	$715	$350	$425	$220	$292	$472	$405	$265	$475	$405
49	GrayRobinson, PA	$500	$175	$250	$250	$198	$319	$224			
50	Greenberg Traurig, PA	$850	$300	$505	$175	$311	$490	$407	$310	$500	$415
51	Harris Beach	$475	$250	$275	$140						
52	Hiscock & Barclay LLP	$375	$220	$250	$160	$185	$278	$245	$180	$280	$250
53	Hodgson Russ	$645	$215	$395	$155	$219	$337	$254	$205	$350	$250
54	Hogan & Hartson	$850	$300	$525	$150	$385	$600	$490	$370	$590	
55	Holland & Hart	$585	$275	$345	$165	$269	$388	$335	$275	$385	$335
56	Holme Roberts & Owen	$635	$285	$420	$195	$284	$412	$353	$265	$410	$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	$775	$495	$485	$275						
58	Hughes Hubbard & Reed	$825	$595	$560	$240						
59	Husch & Eppenberger	$425	$190	$260	$130	$179	$297	$248	$175	$295	$245
60	Jackson Lewis	$575	$235	$450	$210						
61	Jenner & Block LLP	$900	$450	$425	$275	$327	$562		$325	$525	
62	Jones, Walker, Waechter, Poitevent, Carrere & Denegre	$600	$210	$225	$150						
63	Kelley Drye & Warren	$800	$400	$500	$255						
64	Knobbe, Martens, Olson & Bear	$645	$340	$420	$215						
65	Lane Powell Moss & Miller	$515	$300	$300	$205	$255	$370	$345	$255	$370	$345
66	Lathrop & Gage	$450	$225	$300	$140	$185	$300	$215	$185	$300	$260
67	Leonard, Street and Deinard	$500	$300	$300	$185						
68	Lewis, Rice & Fingersh	$425	$240	$295	$130						
69	Lindquist & Vennum	$500	$260	$260	$165						
70	Locke, Lord, Bissell & Liddell	$900	$375	$390	$190	$281	$488	$399	$280	$490	$425
71	Loeb & Loeb	$875	$425	$500	$240	$384	$606	$505	$400	$600	$500
72	Lord, Bissell & Brook	$690	$335	$410	$200	$299	$473	$410	$300	$475	$415
73	Lowenstein Sandler	$725	$380	$395	$205						
74	Luce, Forward, Hamilton & Scripps	$725	$325	$450	$220	$281	$465	$381	$280	$475	$395
75	Manatt, Phelps & Phillips	$785	$520	$480	$265	$395	$600	$518	$415	$590	$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	$400	$135	$300	$120						
77	McCarter & English LLP	$650	$325	$395	$205						
78	McElroy Deutsch, Mulvaney & Carpenter	$450	$295	$225	$135	$180	$250	$195	$165	$235	$215
79	McKee Nelson	$920	$635	$595	$375	$446	$760	$489	$455	$755	$475
80	Michael Best & Friedrich	$550	$225	$300	$185	$234	$363	$321	$235	$350	$325
81	Miles & Stockbridge	$535	$315	$405	$205	$260	$397				
82	Miller & Martin	$580	$230	$295	$160	$201	$338	$306	$195	$340	$320
83	Miller, Canfield, Paddock and Stone, PLC	$595	$265	$340	$160	$225	$400	$285	$220	$400	$335
84	Montgomery, McCracken, Walker & Rhoads	$575	$320	$320	$195	$260	$419	$360			
85	Moore & Van Allen	$765	$265	$330	$175						
86	Morgan, Lewis & Bockius	$850	$375	$575	$200						
87	Morris, Manning & Martin	$625	$350	$400	$180	$285	$436	$380	$310	$395	$440
88	Nexsen Pruet Jacobs & Pollard	$420	$220	$250	$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	$575	$270	$360	$200	$256	$348	$312			
90	Patton Boggs	$920	$320	$520	$205	$375	$536	$456	$385	$525	$455
91	Pepper Hamilton	$750	$335	$425	$200						
92	Perkins Coie	$805	$205	$500	$145						

	A	C	D	E	F	G	H	I	J	K	L
93	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
94	Phelps Dunbar	$450	$170	$205	$130	$174	$243	$184	$175		
95	Phillips Lytle	$435	$245	$300	$140	$205	$309	$223	$205	$300	$215
96	Polsinelli Shalton Welte Suelthaus	$600	$250	$250	$175						
97	Quarles & Brady	$575	$260	$335	$185	$233	$377	$319	$235	$375	$325
98	Reed Smith	$825	$350	$510	$200	$374	$558	$395	$350	$525	$385
99	Robinson & Cole	$575	$340	$325	$200	$295	$424	$328	$280	$420	$330
100	Roetzel & Andress	$460	$210	$275	$110	$198	$302	$264	$200	$300	$260
101	Rutan & Tucker	$600	$335	$350	$210						
102	Saul Ewing	$750	$315	$485	$180	$273	$426	$357	$255	$415	$365
103	Schnader Harrison Segal & Lewis	$750	$240	$385	$175						
104	Schulte Roth & Zabel	$850	$650	$585	$235	$435	$724		$440	$745	
105	Sheppard, Mullin, Richter & Hampton	$795	$425	$550	$260						
106	Shughart Thomson & Kilroy	$475	$235	$225	$160						
107	Shumaker, Loop & Kendrick	$465	$200	$360	$180	$221	$311	$289	$220	$305	$300
108	Sills Cummis Epstein & Gross	$650	$350	$375	$195						
109	Smith, Gambrell & Russell	$575	$250	$345	$175						
110	Snell & Wilmer	$675	$275	$390	$170	$248	$390				
111	Steptoe & Johnson PLLC	$325	$200	$250	$170						
112	Stinson Morrison Hecker	$600	$230	$250	$175	$207	$333	$295	$225	$365	$285
113	Stoel Rives	$500	$275	$350	$160	$231	$379	$324	$230	$375	$330
114	Strasburger & Price	$560	$225	$395	$200	$234	$367	$326	$223	$363	$322
115	Sullivan & Worcester	$700	$415	$420	$245	$309	$550	$438	$290	$540	$440
116	Sutherland Asbill & Brennan	$715	$375	$415	$215	$292	$511	$335	$280	$500	$305
117	Thacher Proffitt & Wood	$785	$525	$495	$275	$353	$674	$428	$365	$700	$395
118	Thompson & Knight	$730	$370	$370	$205	$295	$496	$415	$310	$485	$400
119	Thompson Coburn	$580	$265	$370	$170						
120	Ulmer & Berne	$470	$240	$290	$165	$212	$343	$280			
121	Vedder, Price, Kaufman & Kammholz	$650	$335	$410	$205	$281	$430	$372	$370	$425	$365
122	Wiggin and Dana	$590	$295	$350	$195						
123	Williams Mullen	$600	$300	$425	$205						
124	Wilmer Cutler Pickering Hale and Dorr	$1,000	$475	$495	$215						
125	Winstead Sechrest & Minick	$620	$345	$360	$180						
126	Winston & Strawn	$845	$400	$590	$200	$365	$608	$455	$395	$640	$523
127	Womble Carlyle Sandridge & Rice	$575	$290	$370	$195	$268	$426	$355	$265	$425	$360

EXHIBIT "3"

THE WALL STREET JOURNAL.

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http://www.wsj.com/articles/legal-fees-reach-new-pinnacle-1-500-an-hour-1454960708

BUSINESS | LAW

Legal Fees Cross New Mark: $1,500 an Hour

Billing rates for partners at elite corporate law firms keep rising, despite low inflation, weak demand



Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at the mounting hourly fees of law partners at elite corporate law firms. Above, the U.S. Bankruptcy Court in New York. *PHOTO: BRENDAN MCDERMID/REUTERS*

By **SARA RANDAZZO** and **JACQUELINE PALANK**
Updated Feb. 9, 2016 10:11 a.m. ET

The day of the $1,500-an-hour lawyer has arrived.

Partners at some of the nation's top law firms are approaching—and, in a few cases, surpassing—that watershed billing rate, making the $1,000-an-hour legal fees that once seemed so steep look quaint by comparison.

Despite low inflation and weak demand for legal services, rates at large corporate law firms have risen by 3% to 4% a year since the economic downturn, according to Citi Private Bank's Law Firm Group.

"We just raise them every year," said John Altorelli, a finance lawyer at DLA Piper LLP in New York, who says the firm has set his rate at more than $1,500 an hour. Mr. Altorelli, who filed for personal bankruptcy in 2014 to halt a legal battle with the estate of his former law firm, Dewey & LeBoeuf LLP, cracked the $1,000-an-hour mark a decade ago. His fees have risen steadily ever since.

To soften the blow to clients, Mr. Altorelli does more than half his work on some kind of fixed-fee basis. "Using hourly rates is really anachronistic, but we still do it," he said.

Raising rates ensures that law firms keep up with the competition and helps them wrest more money from clients, who routinely demand discounts for all but the most sensitive work.

"If you think of the rules of supply and demand, how in the world can they keep raising their rates?" said Jeff Carr, a former general counsel of oil-and-gas services and equipment company FMC Technologies who for years has been an outspoken opponent of hourly legal rates.

The rate creep has boosted law firms' revenue at a time when many of them are under pressure from lower-cost legal-service providers and corporate clients that are keeping more legal work in-house. Revenue at law firms rose 4% last year, according to Wells Fargo Private Bank's Legal Specialty Group, though demand rose just 0.5%.

"Lots of law firms will charge whatever the market can bear," said the head of one of the nation's 200 largest law firms.

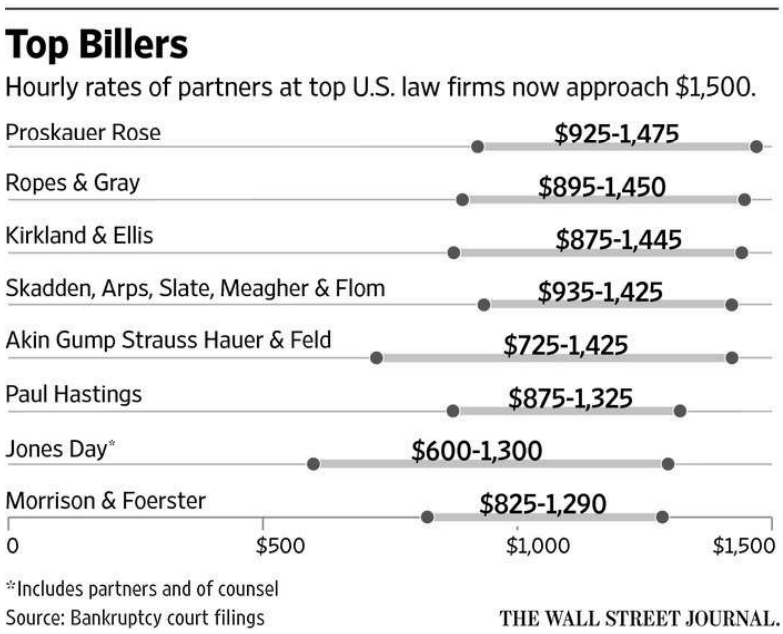
Documents filed in chapter 11 bankruptcy cases offer a rare public glimpse at mounting fees. These court filings show the rates of partners specializing in corporate restructuring, as well as those with specialties like tax, litigation and corporate law.

A review of filings over the past three months in about two dozen bankruptcy cases shows that senior partners routinely charge between $1,200 and $1,300 an hour, with top rates at several large law firms exceeding $1,400.

Proskauer Rose LLP's hourly partner billing rate has climbed as high as $1,475, while Ropes & Gray LLP's tops out at $1,450, court papers show.

Kirkland & Ellis LLP's top hourly billing rate is now $1,445. And rates at two firms—Akin Gump Strauss Hauer & Feld LLP and Skadden, Arps, Slate, Meagher & Flom LLP—peak at $1,425 an hour.

Representatives of the law firms declined to comment.



Martin Bienenstock, who leads Proskauer's restructuring practice, called the $1,225 an hour he billed clients last year "a market rate similar to my peers at other firms," and said he charges the same rate for nonbankruptcy work.

"The clients have kept coming back and growing during my 38-year career," he said in an email, adding that clients generally prefer dealing directly with senior lawyers versus younger associates with lower rates.

In disclosing their firmwide rate increases, many firms tell the courts it is a standard way of keeping pace with "economic and other conditions." These include rising fixed costs, such as real estate and salaries.

In theory, a law-firm partner's pay rises and falls with the success of the firm. But, as competition for top talent increases, many firms feel the need to guarantee salaries or ensure a partner's pay doesn't fall, even in down years.

Still, only elite lawyers can charge $1,400 an hour or more. Such rates are found almost exclusively in New York and other major markets, and only in the least price-sensitive fields like mergers and acquisitions, restructuring, tax, antitrust and high-stakes litigation and appeals.

For lawyers at the very top of those fields, hourly rates can hit $1,800 or even $1,950.

"You have a very few people at the very top where price is almost no object," said legal consultant Bruce MacEwen, who likens it to the way celebrities, sports stars and best-selling authors are paid. "It is a talent market."

Most lawyers in the U.S. fall well below those high marks. In a survey of in-house legal departments by BTI Consulting Group, the average highest rate paid for

law-firm partners was $875 an hour in 2015, up more than 27% from three years earlier. Of the respondents, 38% had paid more than $1,000 an hour for a lawyer, and the highest rate those in the survey paid was $1,600 an hour.

For many firms, the stated rate is simply a starting point in discussions with corporate law departments. As a result, said legal consultant Ward Bower of Altman Weil, "sophisticated" law firms tend to implement annual rate increases to offset clients' requests for discounts.

Such discounts are becoming more commonplace. A decade ago, law firms could typically get clients to pay around 92% of their stated rates, according to Thomson Reuters Peer Monitor. Last year, that fell to less than 83%.

Smaller companies can get squeezed the most on fees, because they don't send enough work to any one law firm to get the best deals.

Companies with $4 billion or more in annual revenue were twice as likely as those with less than $100 million in revenue to use some form of alternative fee, according to a survey from industry trade group the Association of Corporate Counsel.

Some industry watchers view the raise-and-discount approach with skepticism.

"If clients are pushing back on rates, the answer isn't to raise them" and then ask for a discount, Mr. MacEwen said. "The answer is to provide better total value."

Write to Sara Randazzo at sara.randazzo@wsj.com and Jacqueline Palank at jacqueline.palank@wsj.com

EXHIBIT "4"

LAFFEY MATRIX

History
Case Law
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
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

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)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" 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"

Printed from FILEVINE

Balda Brewer; Leading Staffing Solutions adv. Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez

Nancy Marquez Maldonado • •

Historic Cost

Expense Type	Amount: $23,043.19	Trialworks TaskCode	Date Incurred	Payee	Description	Notes	Docs	Created Date
Postage Cost	$5.80	Postage Cost	9/30/2026	*n/a*	*n/a*	client dec iso final approval client dec iso final approval	*n/a*	9/30/2026 at 4:07 PM
Filing Fee	$26.80	Filing Fees	7/15/2026	One legal	OLINV#08601303-BALDA paid 7.15.2026	Notice Filed fees Notice Filed fees	(1/1) OLINV#08601303-BALDA paid 7.15.2026.pdf	9/4/2026 at 11:44 AM
Filing Fee	$67.28	Filing Fees	7/15/2026	One legal	OLINV#08600461-Balda Brewer paid 7.15.2026	Notice Filed Courtesy Copy Notice Filed Courtesy Copy	(1/1) OLINV#08600461-Balda Brewer paid 7.15.2026...	9/4/2026 at 11:36 AM
Court Cost	$2.50	Court Costs	7/8/2026	San Bernardino Superior Court	Transaction ID 360421001	Purchase of Filed Order Granting Preliminary Approval of Settlement Purchase of Filed Order Granting Preliminary Approval of Settlement	(1/2) San Bernardino Superior Court Document Purc... (2/2) PaymentReceipt_07082026105730037_3604...	7/8/2026 at 9:08 AM
Filing Fee	$67.28	Filing Fees	6/15/2026	One legal	OLINV#08493266-baldabrewer paid 6.15.2026	Supplemental Declaration Filed, Supplemental Declaration Filed, Courtesy, fees Supplemental Declaration Filed, Supplemental Declaration Filed, Courtesy, fees	(1/1) OLINV#08493266-baldabrewer paid 6.15.2026....	6/18/2026 at 12:23 PM
Filing Fee	$27.83	Filing Fees	6/15/2026	One legal	OLINV#08492580-baldabrewer paid 6.15.2026	Supplemental Declaration Filed,Supplemental Declaration Filed, fees Supplemental Declaration Filed,Supplemental Declaration Filed, fees	(1/1) OLINV#08492580-baldabrewer paid 6.15.2026....	6/18/2026 at 12:13 PM
Filing Fee	$90.97	Filing Fees	5/14/2026	One legal	OLINV#08382204-Baldabrewer paid 5.14.2026	Declaration Filed, Proposed Order/Judgment Befo Declaration Filed, Proposed Order/Judgment Befo	(1/1) OLINV#08382204-Baldabrewer paid 5.14.2026...	5/18/2026 at 10:27 AM
Filing Fee	$21.68	Filing Fees	5/5/2026	One legal	OLINV#08347741-BALDA paid 5.5.2026	Motion Re:,Declaration Filed, Proposed Order, filing FEEs Motion Re:,Declaration Filed, Proposed Order, filing FEEs	(1/1) OLINV#08347741-BALDA paid 5.5.2026.pdf	5/12/2026 at 5:50 PM
Filing Fee	$27.83	Filing Fees	3/20/2026	One legal	OLINV#08176068-BaldaBrewer paid 3.20.2026	Ntc filing fees Ntc filing fees	(1/1) OLINV#08176068-BaldaBrewer paid 3.20.2026...	3/23/2026 at 11:39 AM
Court Cost	$72.00	Court costs	3/9/2026	CourtCall	*n/a*	Remote appearance for 3/6 CMC re mpa Remote appearance for 3/6 CMC re mpa	(1/1) CourtCallAppearanceInvoice_11978556_20260...	3/9/2026 at 2:17 PM
Filing Fee	$67.28	Filing Fees	3/5/2026	One legal	OLINV#08116463-Balda paid 3.5.2026	Ntc Courtesy Filing fees Ntc Courtesy Filing fees	(1/1) OLINV#08116463-Balda paid 3.5.2026.pdf	3/6/2026 at 9:30 AM
Court Cost	$2.09	Court Cost	2/26/2026	San Bernardino Superior Court	344893561	court cost for purchasing signed joint stip to cont. MPA court cost for purchasing signed joint stip to cont. MPA	(1/2) San Bernardino - web payment - Jnt Stip to Con... (2/2) PaymentReceipt_02262026140538005_3448...	2/26/2026 at 12:11 PM
Filing Fee	$49.57	Filing Fees	2/25/2026	One legal	OLINV#08083407-Balda paid 2.25.2026	Stip Filing fees Stip Filing fees	(1/1) OLINV#08083407-Balda paid 2.25.2026.pdf	2/26/2026 at 9:22 AM
Filing Fee	$67.28	Filing Fees	2/13/2026	OneLegal	OLINV#08041127-Balda paid 2.13.2026	Stip courtesy filing fees Stip courtesy filing fees	(1/1) OLINV#08041127-Balda paid 2.13.2026.pdf	2/13/2026 at 10:31 AM
Postage Cost	$5.80	Postage Cost	2/9/2026	VineSign	*n/a*	Client Dec ISO MPA to client for review/signature via VineSign Client Dec ISO MPA to client for review/signature via VineSign	*n/a*	2/20/2026 at 2:42 PM
Filing Fee	$27.83	Filing Fees	2/3/2026	OneLegal	OLINV#08004651-BaldaBrewer paid 2.3.2026	Ntc Filing Fees Ntc Filing Fees	(1/1) OLINV#08004651-BaldaBrewer paid 2.3.2026....	2/4/2026 at 10:12 AM
Research Cost	$357.42	Research Costs	2/2/2026	WestLaw	*n/a*		*n/a*	3/2/2026 at 11:46 AM
Postage Cost	$5.80	Postage Cost	1/27/2026	VineSign	*n/a*	Class and PAGA Agreement; W9;W4 to client for review/signature via VineSign Class and PAGA Agreement; W9;W4 to client for review/signature via VineSign	*n/a*	2/20/2026 at 2:47 PM
Court Cost	$2.09	Court Cost	1/16/2026	San Bernardino Superior Court	SBSC-340146484	purchase of signed order Jnt Stip to Cont MPA purchase of signed order Jnt Stip to Cont MPA	(1/2) San Bernardino - web payment - Jnt Stip to Con... (2/2) WebPaymentReceipt_20260116143645629_3...	1/16/2026 at 12:38 PM
Filing Fee	$48.41	Filing Fees	12/24/2025	One Legal	OLINV #07876805 Balda paid 12.26.25	Stip and Order filing fees Stip and Order filing fees	(1/1) OLINV #07876805 Balda paid 12.24.25.pdf	12/26/2025 at 4:28 PM
Filing Fee	$61.95	Filing Fees	12/16/2025	One Legal	OLINV#07842587 Balda paid 12.16.25	Stipulation courtesy copy and convenience fee Stipulation courtesy copy and convenience fee	(1/1) OLINV#07842587 Balda paid 12.16.25.pdf	12/17/2025 at 8:20 AM
Filing Fee	$26.73	Filing fees	11/13/2025	One Legal	OLINV#07731605-Maldonado Balda paid 11.13.2025	Ntc Filing Fees Ntc Filing Fees	(1/1) OLINV#07731605-Maldonado Balda paid 11.13....	11/13/2025 at 9:44 AM
Court Cost	$2.00	Court Cost	10/29/2025	San Bernardino Superior Court	SBSC-331314431	purchase of signed order cont. MPA purchase of signed order cont. MPA	(1/1) Receipt - San Bernardino Sup Court - Stip & Or...	10/29/2025 at 1:05 PM
Filing Fee	$48.41	Filing Fees	10/15/2025	One Legal	OLINV #07632291 BB paid 10.15.25	Stipulation filing fees Stipulation filing fees	(1/1) OLINV #07632291 BB paid 10.15.25.pdf	10/15/2025 at 1:44 PM
Filing Fee	$61.95	Filing Fee	7/11/2025	One Legal	OLINV #07303162 BB paid 7.11.25	Jnt CMC Statement Filing Fees Jnt CMC Statement Filing Fees	(1/1) OLINV #07303162 BB paid 7.11.25.pdf	7/23/2025 at 9:17 AM
Filing Fee	$25.70	Filing Fee	7/11/2025	One Legal	OLINV #07302322 Balda paid 7.11.25	Joint CMC Statement filing fees Joint CMC Statement filing fees	(1/1) OLINV #07302322 BB paid 7.11.25.pdf	7/23/2025 at 9:14 AM
Filing Fee	$25.70	filing fee	6/4/2025	One Legal	OLINV#07179047 - BB paid 6.4.25	ntc filing fees ntc filing fees	(1/1) OLINV#07179047 - BB paid 6.4.25.pdf	6/5/2025 at 12:05 AM
Filing Fee	$26.73	filing fee	5/30/2025	One Legal	OLINV#07163208 - BB paid 5.30.25	amended complaint filing fees amended complaint filing fees	(1/1) OLINV#07163208 - BB paid 5.30.25.pdf	6/4/2025 at 11:49 PM
Filing Fee	$61.95	filing fee	5/23/2025	One Legal	OLINV#07147808 Balda 5.23.25	Ntc courtesy copy fees Ntc courtesy copy fees	(1/1) OLINV#07147808 Balda 5.23.25.pdf	5/27/2025 at 3:12 PM
Filing Fee	$61.94	filing fee	5/20/2025	One Legal	OLINV#07130716 Balda 5.20.25	Amended complaint courtesy copy fees Amended complaint courtesy copy fees	(1/1) OLINV#07130716 Balda 5.20.25.pdf	5/22/2025 at 10:45 AM
Court Cost	$41.26	Court costs	5/19/2025	SBSC	Stip and Order Purchase from SBSC		(1/1) SB_Document Purchase Receipt - Balda Stip 5.1...	5/21/2025 at 10:10 AM
Filing Fee	$25.70	filing fee	4/29/2025	One Legal	OLINV#07057715 Balda 4.29.25	Ntc filing fees Ntc filing fees	(1/1) OLINV#07057715 Balda 4.29.25.pdf	4/30/2025 at 12:22 PM
Filing Fee	$48.41	filing fee	4/29/2025	One Legal	OLINV#07056756 Balda 4.29.25	Stip filing fees Stip filing fees	(1/1) OLINV#07056756 Balda 4.29.25.pdf	4/30/2025 at 12:16 PM
Filing Fee	$61.95	filing fee	4/23/2025	One Legal	OLINV#07039187 Balda 4.23.25	Joint CMS courtesy copy fees Joint CMS courtesy copy fees	(1/1) OLINV#07039187 Balda 4.23.25.pdf	4/24/2025 at 9:04 AM
Filing Fee	$26.73	filing fee	4/23/2025	One Legal	OLINV#07037290 Balda 4.23.25	Joint CMS filing fees Joint CMS filing fees	(1/1) OLINV#07037290 Balda 4.23.25.pdf	4/24/2025 at 8:57 AM
Filing Fee	$61.95	filing fee	4/18/2025	One Legal	OLINV#07024881 Balda 4.18.25	Notice courtesy copy fees Notice courtesy copy fees	(1/1) OLINV#07024881 Balda 4.18.25.pdf	4/21/2025 at 2:47 PM
Filing Fee	$72.28	filing fee	4/17/2025	One Legal	OLINV#07020835 Balda 4.17.25	Stip courtesy copy fees Stip courtesy copy fees	(1/1) OLINV#07020835 Balda 4.17.25.pdf	4/18/2025 at 4:51 PM
Filing Fee	$61.95	costs	1/24/2025	One Legal	OLINV#06744909 Balda 1.24.25		(1/1) OLINV#06744909 Balda 1.24.25.pdf	1/24/2025 at 4:10 PM
Filing Fee	$25.97	costs	1/21/2025	One Legal	OLINV#06731718 Balda 1.21.25		(1/1) OLINV#06731718 Balda 1.21.25.pdf	1/24/2025 at 12:51 PM
Filing Fee	$61.95	costs	1/21/2025	One Legal	OLINV#06729865 Balda 1.21.25		(1/1) OLINV#06729865 Balda 1.21.25.pdf	1/21/2025 at 11:35 AM
Filing Fee	$24.93	costs	1/10/2025	One Legal	OLINV#06704892 Balda 1.10.25		(1/1) OLINV#06704892 Balda 1.10.25.pdf	1/16/2025 at 4:52 PM
Filing Fee	$23.95	costs	12/18/2024	One Legal	OLINV#06648196 Balda 12.18.24		(1/1) OLINV#06648196 Balda 12.18.24.pdf	1/9/2025 at 10:20 AM
Filing Fee	$51.63	costs	11/20/2024	One Legal	OLINV#06572993 Balda 11.20.24		(1/1) OLINV#06572993 Balda 11.20.24.pdf	12/12/2024 at 12:07 PM
Filing Fee	$43.44	costs	9/18/2024	One Legal	OLINV#06383139 Balda 9.18.24		(1/1) OLINV#06383139 Balda 9.18.24.pdf	9/19/2024 at 11:31 AM

Expense Type	Amount: $23,043.19	Trialworks TaskCode	Date Incurred	Payee	Description	Notes	Docs	Created Date
Filing Fee	$51.48	costs	9/5/2024	One Legal	OLINV#06345534 Balda 9.5.24		(1/1) OLINV#06345534 Balda 9.5.24.pdf	9/11/2024 at 12:42 PM
Postage Cost	$5.80	Postage Cost	8/21/2024	DocuSign	*n/a*	Notice of Mediation to client for review/signature via DocuSign Notice of Mediation to client for review/signature via DocuSign	*n/a*	9/6/2024 at 4:28 PM
Mediation Cost	$3,500.00	costs	8/15/2024	Rukin Hyland & Riggin LLP	Rukin Hyland & Riggin LLP receipts@lawpay.com re Balda Brewer		(1/1) Rukin Hyland & Riggin LLP receipts@lawpay.co...	8/15/2024 at 10:52 AM
Filing Fee	$23.77	costs	7/22/2024	One Legal	OLINV#06216414 Balda 7.22.24		(1/1) OLINV#06216414 Balda 7.22.24.pdf	7/23/2024 at 1:08 PM
Filing Fee	$51.48	costs	7/19/2024	One Legal	OLINV#06215045 Balda 7.19.24		(1/1) OLINV#06215045 Balda 7.19.24.pdf	7/22/2024 at 2:26 PM
Research Cost	$112.99	costs	6/7/2024	Thomson Reuters	billing period 3/1/24-3/31/24		*n/a*	6/7/2024 at 3:26 PM
Filing Fee	$23.77	filing fee	5/13/2024	One Legal	OLINV#06017432 Balda 5.13.24		(1/1) OLINV#06017432 Balda 5.13.24.pdf	5/23/2024 at 10:56 AM
Filing Fee	$51.48	filing fee	4/5/2024	One Legal	OLINV#05889377 Balda 4.5.24		(1/1) OLINV#05889377 Balda 4.5.24.pdf	4/11/2024 at 12:11 PM
Research Cost	$6,320.00	costs	3/14/2024	Berger Consulting	Berger INV#10887 re Balda paid 3-14-24		(1/1) Berger INV#10887 re Balda paid 3-14-24.pdf	3/14/2024 at 2:25 PM
Mediation Cost	$7,000.00	costs	2/28/2024	Rukin Hyland & Riggin LLP (Sequiture Resolutions)	Maldonado v. Balda C. Brewer Inc. Mediation fee paid 2.28.24.pdf		(1/1) Maldonado v. Balda C. Brewer Inc. Mediation fe...	2/28/2024 at 9:32 AM
Postage Cost	$5.80	Postage Cost	12/14/2023	DocuSign	*n/a*	ntc of mediation to client + confidentiality agreement ntc of mediation to client + confidentiality agreement	*n/a*	1/2/2024 at 10:06 AM
Reimbursement	-$8,000.00	costs	11/21/2023	K&K - JAMS reimbursed partial mediation fee	11/21 JAMS INC 949-224-1810 CA -$8,000.00	11/21 11/21 JAMS INC 949-224-1810 CA -$8,000.00 11/21 11/21 JAMS INC 949-224-1810 CA -$8,000.00	*n/a*	4/4/2024 at 2:24 PM
Filing Fee	$51.48	filing fee	10/16/2023	One Legal	OLINV#05408110 Balda 10.16.23		(1/1) OLINV#05408110 Balda 10.16.23.pdf	10/17/2023 at 4:06 PM
Filing Fee	$21.71	filing fee	10/13/2023	One Legal	OLINV#05403324 Balda 10.13.23		(1/1) OLINV#05403324 Balda 10.13.23.pdf	10/17/2023 at 12:10 PM
Mediation Cost	$8,728.40	costs	8/2/2023	JAMS	JAMS INV#6779322 re Balda paid 8.2.23		(1/1) JAMS INV#6779322 re Balda paid 8.2.23.pdf	8/2/2023 at 8:20 AM
Court Cost	$72.00	costs	4/27/2023	Courtcall	Courtcall	HD: 4/26/23 HD: 4/26/23	*n/a*	5/4/2023 at 11:41 AM
Filing Fee	$117.88	filing fee	4/18/2023	One Legal	OLINV#04920498 Balda 4.18.23		(1/1) OLINV#04920498 Balda 4.18.23.pdf	5/4/2023 at 12:40 PM
Filing Fee	$117.11	filing fee	3/8/2023	One Legal	OLINV#04813590 Balda 3.8.23		(1/1) OLINV#04813590 Balda 3.8.23.pdf	3/14/2023 at 4:07 PM
Filing Fee	$117.11	filing fee	2/22/2023	One Legal	OLINV#04773164 Balda 2.22.23		(1/1) OLINV#04773164 Balda 2.22.23.pdf	3/1/2023 at 1:37 PM
Court Cost	$72.00	costs	2/22/2023	Courtcall	Courtcall	HD: 2/21/23 HD: 2/21/23	*n/a*	3/1/2023 at 11:06 AM
Process Server Fee	$191.72	costs	2/8/2023	OnCall	OCINV#306760 Balda paid 2.8.23		(1/1) OCINV#306760 Balda paid 2.8.23.pdf	2/13/2023 at 12:18 PM
Filing Fee	$114.79	filing fee	2/7/2023	One Legal	OLINV#04736864 Balda 2.7.23		(1/1) OLINV#04736864 Balda 2.7.23.pdf	2/23/2023 at 1:08 PM
n/a	$0.60	Copies	2/6/2023	Paper Cut	*n/a*	Copy of PI's ISC Statement Report to mail to Def Copy of PI's ISC Statement Report to mail to Def	*n/a*	2/6/2023 at 1:17 PM
Postage Cost	$0.84	Postage Cost	2/6/2023	*n/a*	*n/a*	PI's ISC Statement Report to Def via US Regular Mail PI's ISC Statement Report to Def via US Regular Mail	*n/a*	2/6/2023 at 1:16 PM
Filing Fee	$114.53	filing fee	2/2/2023	One Legal	OLINV#04724535 Balda 2.2.23		(1/1) OLINV#04724535 Balda 2.2.23.pdf	2/21/2023 at 11:35 AM
n/a	$0.50	Copies	2/1/2023	Paper Cut	*n/a*	Copy of PI's ntc of complex CMC for mailing Copy of PI's ntc of complex CMC for mailing	*n/a*	2/1/2023 at 12:46 PM
Postage Cost	$0.60	Postage Cost	2/1/2023	*n/a*	*n/a*	PI's ntc of complex CMC via US Regular Mail PI's ntc of complex CMC via US Regular Mail	*n/a*	2/1/2023 at 12:45 PM
Filing Fee	$139.50	filing fee	1/27/2023	One Legal	OLINV#04707147 Balda 1.27.23		(1/1) OLINV#04707147 Balda 1.27.23.pdf	2/15/2023 at 3:20 PM
Postage Cost	$1.20	costs	1/18/2023	Pitney Bowes	postage		*n/a*	1/18/2023 at 10:38 AM
Photocopying Cost	$2.20	costs	1/18/2023	K&K	copies		*n/a*	1/18/2023 at 10:37 AM
Filing Fee	$114.02	filing fee	12/28/2022	One Legal	OLINV#04633417 Balda 12.28.22		(1/1) OLINV#04633417 Balda 12.28.22.pdf	12/29/2022 at 7:52 AM
Postage Cost	$0.57	costs	12/27/2022	Pitney Bowes	postage		*n/a*	12/27/2022 at 12:55 PM
Photocopying Cost	$0.30	costs	12/27/2022	K&K	copies		*n/a*	12/27/2022 at 12:54 PM
Filing Fee	$178.88	filing fee	12/21/2022	One Legal	OLINV#04620426 Balda 12.21.22		(1/1) OLINV#04620426 Balda 12.21.22.pdf	12/28/2022 at 1:55 PM
Filing Fee	$1,569.99	filing fee	12/13/2022	One Legal	OLINV#04599407 Balda 12.13.22		(1/1) OLINV#04599407 Balda 12.13.22.pdf	12/27/2022 at 4:10 PM
n/a	$0.80	Copies	9/8/2022	PaperCut	LWDA Letter		*n/a*	9/8/2022 at 10:22 AM
Postage Cost	$8.39	Postage Cost	9/8/2022	*n/a*	LWDA Letter	1 regular mail 1 cert mail 1 regular mail 1 cert mail	*n/a*	9/8/2022 at 10:21 AM
Postage Cost	$5.80	Postage Cost	8/23/2022	DocuSign	*n/a*		*n/a*	9/2/2022 at 2:38 PM
Filing Fee	$75.00	filing fee	*n/a*	LWDA	State of California - Department of Industrial Relations Customer Receipt -		(1/1) State of California - Department of Industrial Re...	9/8/2022 at 9:29 AM

(Proof of Submission to Labor &
Workforce Development Agency)

EXHIBIT "6"

EXHIBIT "7"

State of California
Department of
Industrial Relations
EST. 1927

PAGA NOTICE PUBLIC SEARCH

Publicly Available	LWDA #	Submission Type	Submission Date	Submission Name	Employer Name	Employer City	Employer Zip Code	# of Impacted Employees	Law Firm for PAGA Plaintiff	Employer Filer Firm	Court Case #	Plaintiff for PAGA Case	Filer/Attorney for PAGA Case	Employer Filer
No	LWDA-CM-997008-23	PAGA Notice	11/30/2023	AP-4928123	Balda C. Brewer, Inc.	Ontario	91761	100	Melmed Law Group, PC			Brenda Leticia Alvarez	Tracy Magana	
No	LWDA-CM-906615-22	PAGA Notice	09/08/2022	AP-3710319	Balda C. Brewer, Inc.	Ontario	91761	50	Kingsley & Kingsley, APC		CIVSB2219827	Nancy Marquez Maldonado a.k.a. Nancy Maldonado Marquez	Liane Ly	

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 5, 2026, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT and MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

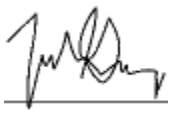
COZEN O'CONNOR
Walter M. Stella
wstella@cozen.com
Brett Greving
bgreving@cozen.com
388 Market Street, Suite 1000
San Francisco, CA 94111
Attorneys for Defendant

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (https://dir.tfaforms.net/315) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 5, 2026, at West Hollywood, California.



Taylor Gregg