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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JO-NATHAN GREEN, individually, and on behalf of other members of the general public similarly situated; Plaintiff, vs. BENDER ROSENTHAL, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 34-2023-00335755 Honorable Jill H. Talley Department 23 **<u>CLASS ACTION</u>** **DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Hearing Date: August 8, 2025 Hearing Time: 9:00 a.m. Department: 23 Complaint Filed: March 7, 2023 Jury Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Jo-Nathan Green ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On March 7, 2023, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of Sacramento, thereby commencing the action entitled *Jo-Nathan Green v. Bender Rosenthal, Inc.*, Case No. 34-2023-00335755 (the "Action").

3. On June 12, 2023, Plaintiff propounded multiple sets of discovery, including Form Interrogatories – General (Set One), Request for Production of Documents (Set One), and Special Interrogatories (Sets One and Two) on Defendant. On October 25, 2023, Plaintiff served Special Interrogatories (Set Three) on Defendant.

4. On May 15, 2025, Plaintiff provided written notice by certified mail to the LWDA and Defendant of the specific provisions of the California Labor Code that were alleged to be violated ("PAGA Notice"). Marked and attached hereto as "**EXHIBIT 1**" is a true and correct copy of Plaintiff's PAGA Notice.

5. Plaintiff will file the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint") upon entry of the Parties' Joint Stipulation Permitting Plaintiff to File a First Amended Complaint.

THE PROPOSED SETTLEMENT

6. Marked and attached hereto as "**EXHIBIT 2**" is a true and correct copy of the Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the "Parties"). The Parties and their counsel have approved the proposed Notice of

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Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A," and respectfully request that the Court approve it as well.

7. The Settlement provides for a Total Settlement Amount of $345,000.00 to be paid in a single payment on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following amounts, subject to approval by the Court: Attorneys' Fees of up to $120,750.00 and Costs not to exceed $30,000.00 to Class Counsel, Enhancement Award to Plaintiff of $10,000.00, Settlement Administration Costs to the Settlement Administrator not to exceed $7,500.00, and the PAGA Amount of $55,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Member is currently $121,750.00. Additionally, 35% of the PAGA Amount (i.e., PAGA Employee Amount), which is $19,250.00 out of $55,000.00, will be distributed to the PAGA Employees, for their respective portion of the PAGA Employee Amount. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement, and there is no reversion to Defendant.

8. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to 35% of the Total Settlement Amount (i.e., $120,750.00) and expenses and costs of not more than $30,000.00, which will be paid out of the Total Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. A description of the qualifications of Class Counsel, the work performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs 28 through 38, *infra*.

9. The Settlement Agreement provides for payment of up to $10,000.00 to Plaintiff as an Enhancement Award to be paid out of the Total Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award in addition to his individual settlement payment, for his services

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on behalf of the Class, PAGA Employees, and the State of California.

10. The Parties have agreed to retain Phoenix Settlement Administrators ("Settlement Administrator") to handle the notice and settlement administration process. The Parties respectfully request that the Court appoint Phoenix Settlement Administrators to handle these procedures and serve as the Settlement Administrator. Defendant will provide the Settlement Administrator with the Class List, and the Settlement Administrator will calculate each Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share") and each PAGA Employee's estimated *pro rata* share of the PAGA Employee Amount. The Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, transmitting funds representing uncashed checks after the void date to South Sacramento Interfaith Partnership as a *cy pres* recipient pursuant to California Code of Civil Procedure 384, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed $7,500.00 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

11. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Total Settlement Amount and will deposit that amount into the settlement fund in addition to the Total Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% wages and 80% interest and penalties. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE

12. **Ascertainability:** The proposed Class is defined as all current and former hourly-paid or nonexempt employees of Defendant in California at any time during the Class Period, which is March 7, 2019 through either (a) January 18, 2025, or (b) the Alternate End Date, whichever is sooner.

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13. **Numerosity:** Based on data provided by Defendant, the Class is estimated to be approximately 246 individuals who worked an estimated total of 17,231 workweeks.

14. **Commonality:** Based on investigation and information discovered, Class Counsel believes that there is sufficient evidence to support the allegations made in the lawsuit, including the allegations that Defendant, with respect to Plaintiff, Class Members, and PAGA Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant's recordkeeping practices with respect to Plaintiff, Class Members, and PAGA Employees were substantially the same during the time period at issue. As a result of said alleged uniform practices, Plaintiff claims that the Class Members were not paid all of the compensation that was owed to them by Defendant. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in California during the relevant time period.

15. **Adequacy and Typicality:** Plaintiff undertook the responsibilities of representing a class action against his former employer. Plaintiff spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain information that would benefit the Class. Plaintiff has no interests that are adverse to the Class. Plaintiff was employed by Defendant during the Class Period and subject to the same alleged violations and the same policies, practices, and procedures. Plaintiff took on the

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challenge and risk of commencing and maintaining these actions, and he has not yet received any monetary benefit for his service to date. Plaintiff put his own interests aside and brought a publicly filed lawsuit against an employer not just for his own benefit, but, instead, on behalf of other hourly-paid employees and the State of California.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

16. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

17. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In

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December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

18. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have

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resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

19. Joanna Ghosh is a Managing Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and have handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, have been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

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20. I am a member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, and drafting and finalizing settlement agreements.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

21. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, PAGA Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

22. Class Counsel has litigated the case for over 2 years and was actively preparing the matters for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Tagore Subramanian, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In the course of the lawsuits and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the matter and various aspects of the matter, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its

counsel felt strongly about its ability to prevail on class certification and the merits, and Plaintiff and Class Counsel believed that they would be able to certify a class and prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the Released PAGA Claims of Plaintiff, the State of California and PAGA Employees

23. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing the actions for class certification and trial. Plaintiff conducted significant investigation and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large quantity of pages of documents and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class Members' employment records, a sampling of Class Members' time and pay data, multiple iterations of Defendant's Employee Handbook, company policy acknowledgements, internal memoranda, Defendant's operations and employment practices, forms, procedures, and policies, among other information and documents.. Class Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, the deposition, and the production of documents and data prior to the mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

24. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, regular rate, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts

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discovered. Based on Class Counsel's analysis, the result achieved in the lawsuits is fair, adequate, and reasonable.

25. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendant's defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

26. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further denies that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's, Class Members', and PAGA Employees' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed thousands of pages of documents and data to determine the potential value and strength of the claims. The available information enabled Class Counsel to assess and value the class and PAGA claims and prepare violation, damages, and penalties analyses models. Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at trial and/or appeals.

ESTIMATE OF THE VALUE OF THE CLAIMS

27. Plaintiff's actions allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic

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scheme of wage abuse against Plaintiff and the Class Members, including *inter alia*, failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

28. Based on data provided by Defendant and extrapolated by Plaintiff, the total number of Class Members during the period from March 7, 2019 through January 18, 2025 ("relevant time period") was estimated to be approximately 246 individuals who worked an estimated total of 17,231 workweeks with an average hourly rate of pay of $37.43.

29. Plaintiff contended that Defendant required Class Members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiff contended that Defendant discouraged the recordation of overtime hours and required Class Members to perform work off-the-clock. Plaintiff contended that Defendant failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed, later, shortened, and/or interrupted due to the appointment schedule created by Defendant, that Class Members were required to remain on premises and in their trucks during rest breaks, readily available to assist with work tasks, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and Class Members all wages due to them while they were employed by Defendant, within the time period permissible under California law, and that Defendant failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiff contended that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Finally, Plaintiff contended

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that Defendant failed to reimburse Plaintiff and the other Class Members for necessary business expenses, including, but not limited to, the costs associated with the usage of personal cell phones for work duties, and costs associated with the purchase of vests, boots, and tools to perform their work duties.

30. Class Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendant paid Class Members over the California minimum wage for all hours worked, that Defendant correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

31. Class Counsel considered information, data, and documents obtained from Plaintiff, Defendant, and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the above-captioned action having been certified and Plaintiff having proven all elements of the claims and entitlement to monetary recovery in the above-captioned action (on a class-wide and a representative basis), despite risks associated with obtaining and maintaining certification and demonstrating manageability, risks to establishing liability and any underlying California Labor

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Code and IWC Wage Order violations and damages, and significant additional costs that would have to be incurred in order to certify the above captioned action and establish liability, damages, and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized issues predominate, such that the cases are not suitable for class treatment. While Class Counsel disagreed with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendant, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $1,935,041.30 (17,231 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of $56.15, which is based on the average hourly rate of $37.43). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $677,264.46), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $237,042.56), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $71,112.77).

b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $644,956.33 (17,231 workweeks x 1 hour of unpaid minimum wages x average hourly rate of $37.43). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $225,734.72), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $90,293.89), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to

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$27,088.17).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $644,956.33 (17,231 workweeks x 1 meal period premium x average hourly rate of $37.43). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $225,734.72), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $79,007.15), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $23,702.15).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $1,289,912.66 (17,231 workweeks x 2 rest period premiums x average hourly rate of $37.43). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $451,469.43), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $158,014.30), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $47,404.29).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately 205 Class Members had been terminated during the three-year statute of limitations (i.e., from March 7, 2020). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of

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waiting-time penalties was estimated to be $1,841,556.00 collectively (205 individuals x [30 days x hourly rate of $37.43 x 8 hours]), or approximately $8,983.20 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $644,544.60), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $225,590.61), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $67,677.18).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $188,350.00 (123 initial violations x $50 initial statutory penalty + 1,822 subsequent violations x $100 subsequent statutory penalty). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $65,922.50), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $26,369.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $7,910.70).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $103,386.00 (17,231 workweeks x $6.00 unreimbursed business expenses). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $41,354.40), a discount of 60% was applied to account

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for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $16,541.76), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $4,962.53).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $52,500 (30 aggrieved employees estimated to have worked during one-year statutory period x $1,750 civil penalties).

32. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

33. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, the State of California, and PAGA Employees. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

34. The parties agreed to appoint the South Sacramento Interfaith Partnership as the *cy pres* recipient. I do not have any interest in, or relationship or connection with, the South Sacramento Interfaith Partnership. Similarly, no attorney in my firm has such interest, relationship or connection to South Sacramento Interfaith Partnership.

35. I have reviewed the Court's Checklist for Approval of Class Action and/or Private Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith comply with the checklist.

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

Executed on this 17th day of July 2025, at Glendale, California.

Ryan Slinger

Ryan Slinger

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

EXHIBIT 1

LAWYERS FOR JUSTICE P.C.

May 15, 2025

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***BENDER ROSENTHAL, INC.***

Dear Representative:

We have been retained to represent Jo-Nathan Green against Bender Rosenthal, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Bender Rosenthal") for violations of California wage-and-hour laws. Mr. Green seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Green seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Bender Rosenthal employed Mr. Green as an hourly-paid, non-exempt employee from approximately October 2018 to approximately March 2020, in the State of California. Mr. Green is an "aggrieved employee" as defined by California Labor Code section 2699 because he was employed by Bender Rosenthal and suffered one or more of the alleged violations, as demonstrated below.

The "aggrieved employees" that Mr. Green may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Bender Rosenthal has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001.

Bender Rosenthal required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Green and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Green and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Bender Rosenthal required Mr. Green and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Bender Rosenthal also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Bender Rosenthal failed to pay Mr. Green and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Bender Rosenthal failed to pay Mr. Green and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Bender Rosenthal did not provide Mr. Green and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Bender Rosenthal were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Green and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Green and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Green and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Green and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Green and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Bender Rosenthal failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Green and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Bender Rosenthal did not provide Mr. Green and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Bender Rosenthal failed to pay Mr. Green and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Green and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Bender Rosenthal failed to pay Mr. Green and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Green and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Green and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Bender Rosenthal. These costs include, but are not limited to the use a personal phone for work-related tasks, costs of compliance with the dress code, equipment costs, and mileage costs used in course of Mr. Green's work.

Therefore, on behalf of all aggrieved employees, Mr. Green seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Ryan Slinger

Ryan Slinger, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Bender Rosenthal
c/o Freeman Mathis & Gary LLP
Julie Marquis, Esq.
Craig Tomlins, Esq.
2281 Lava Ridge Court, Suite 130
Roseville, California 95661

EXHIBIT 2

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Jo-Nathan Green ("Plaintiff" or "Class Representative"), individually, on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Bender Rosenthal, Inc. ("Defendant") (together with Plaintiff, the "Parties").

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

RECITALS

1. On March 7, 2023, Plaintiff filed a Class Action Complaint for Damages, thereby commencing a putative class action entitled *Jo-Nathan Green v. Bender Rosenthal, Inc.,* in the Superior Court of California for the County of Sacramento, Case No. 34-2023-00335755 ("Action") against Defendant. On May 15, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency by online submission and to Defendant by Certified Mail, of the specific provisions of the California Labor Code that Defendant allegedly violated ("PAGA Notice"). After the statutory waiting period, Plaintiff will file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

2. The Operative Complaint alleges 11 causes of action for alleged violations of the California Labor Code on behalf of all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period, including for failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business expenses, for violations of California Business & Professions Code section 17200, *et seq*. based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code section 2698 *et seq*. ("PAGA") based

on the aforementioned California Labor Code violations.

3. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, Released Class Claims, and Released PAGA Claims.

4. Class Counsel in the Action diligently investigated the class and PAGA claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices.

5. On November 18, 2024, the Parties participated in mediation with Tagore Subramaniam, Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs, risks associated with continued litigation, and other relevant circumstances and risks (including, *inter alia*, Defendant's financial condition). Based on the documents produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

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

DEFINITIONS

7. The following definitions are applicable to this Settlement Agreement. Definitions

contained elsewhere in this Settlement Agreement will also be effective:

a. "Attorneys' Fees and Costs" means attorneys' fees and all actual costs incurred and to be incurred by Class Counsel in the Action approved by the Court for Class Counsel's litigation and resolution of the Action, as set forth below.

b. "Class Counsel" means Arby Aiwazian, Joanna Ghosh, Elizabeth Parker-Fawley, and Ryan Slinger of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member's full name, last known mailing address, Social Security number, start and end dates of employment by Defendant within the State of California during the Class Period, number of Workweeks (as defined below), and number of PAGA Pay Periods (as defined below), if any.

d. "Class Member(s)" or "Class" mean all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as "**Exhibit A.**"

f. "Class Period" means the time period from March 7, 2019 through either (a) January 18, 2025, or (b) the Alternate End Date, whichever is sooner.

g. "Class Representative" or "Plaintiff" means Jo-Nathan Green.

h. "Class Settlement" means the settlement and resolution of all Released Class Claims.

i. "Court" means the Superior Court of the State of California for the County of Sacramento.

j. "Defendant" means Bender Rosenthal, Inc.

k. "Defendant's Counsel" means Julie Marquis, Craig Tomlins and Dane Willis of Freeman Mathis & Gary, LLP.

l. "Effective Date" means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's Counsel;

(2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval Order and Judgment; and (5) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court entered a Final Approval Order and Judgment, or, (6) in the event there are objections to the Class Settlement filed prior to or presented orally at the Final Approval Hearing, which are not later withdrawn or denied, the later of the following events: (a) 5 business days after the period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, or (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, 5 business days after any appeal, writ, or other appellate proceedings opposing the Settlement has concluded with no right to pursue further remedies or relief.

m. "Employer Taxes" means the employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant in addition to the Total Settlement Amount.

n. "Enhancement Award" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of the Class Members and PAGA Employees, as set forth below.

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

p. "Final Approval Hearing" means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement.

r. "Individual Settlement Payment" means the net payment of each Settlement Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement

Amount that a Class Member may be eligible to receive under the Class Settlement.

t. "LWDA Payment" means the amount of $35,750.00, i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") for the PAGA Settlement.

u. "Net Settlement Amount" means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the Court-approved Enhancement Award, Settlement Administration Costs, PAGA Amount, and Attorneys' Fees and Costs.

v. "Notice of Final Approval" means the date on which Defendant receives notice that the Court's Final Approval Order and Judgment has been entered, either through (a) a Notice of Entry of Judgment or Order, or (b) direct notice from the Court.

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

x. "PAGA Amount" means the allocation of $55,000.00 from the Total Settlement Amount for the PAGA Settlement, of which 65%, or $35,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 35% or, $19,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

y. "PAGA Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

z. "PAGA Employee Amount" means the amount of $19,250.00, i.e., 35% of the PAGA Amount, to be distributed to PAGA Employees on a *pro rata* basis based on their PAGA Pay Periods.

aa. "PAGA Notice" means the letter dated May 15, 2025 providing notice to

Defendant and the LWDA of the California Labor Code violations that Plaintiff alleges Defendant has committed.

bb. "PAGA Period" means the time period from May 15, 2024 through either (a) January 18, 2025, or (b) the Alternate End Date, whichever is sooner.

cc. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

dd. "PAGA Pay Periods" means the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California during the PAGA Period, which will be calculated by the Settlement Administrator.

ee. "Parties" means Plaintiff and Defendant, together, and "Party" means either Plaintiff or Defendant.

ff. "Preliminary Approval" means entry of the Court order granting preliminary approval of the Settlement Agreement.

gg. "Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint and this Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200. The Operative Complaint is attached hereto as "**Exhibit B**".

hh. "Released PAGA Claims" means any and all claims alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private

Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq*. The PAGA Notice is attached hereto as "**Exhibit C**".

ii. "Released Parties" means Defendant Bender Rosenthal, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

jj. "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

kk. "Response Deadline" means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that is 60 calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant's Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by 15 calendar days from the original Response Deadline.

ll. "Settlement Administrator" means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

mm. "Settlement Administration Costs" means the costs payable from the Total

Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Paragraph 13 below.

nn. "Settlement Class Members" means all Class Members who do not submit a timely and valid Request for Exclusion.

oo. "Total Settlement Amount" means the amount of $345,000.00 to be paid by Defendant in full resolution of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and Costs, Enhancement Award, PAGA Amount, Settlement Administration Costs and Net Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes separately and in addition to the Total Settlement Amount.

pp. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period, which will be provided by Defendant to the Settlement Administrator based in the Class List.

qq. "Workweeks Dispute" means a Class Member's dispute of the number of Workweeks or PAGA Pay Periods with which they have been credited. In order to dispute Workweeks and/or PAGA Pay Periods, a Class Member must submit a written letter to the Settlement Administrator that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) is submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

8. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

9. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under section 382 of the California Code of Civil Procedure. Should, for whatever

reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

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

10. Funding and Disbursement of the Total Settlement Amount.

a. Establishing the Qualified Settlement Account. After Preliminary Approval, and prior to the Final Approval Hearing, the Settlement Administrator will provide the Parties with an accounting estimate of the contemplated total amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a qualified settlement account for administration of the Settlement.

b. Funding the Total Settlement Amount.

i. Within 30 calendar days after receiving Notice of Final Approval, Defendant will make a deposit of $86,250.00, into the qualified settlement account established by the Settlement Administrator ("First Installment").

ii. 3 months after the deadline for funding the First Installment, Defendant will make a deposit of $86,250.00, into the qualified settlement account established by the Settlement Administrator ("Second Installment").

iii. 3 months after the deadline for funding the Second Installment, Defendant will make a deposit of $86,250.00, plus an amount sufficient to pay Employer Taxes, into the qualified settlement account established by the Settlement Administrator ("Third Installment").

iv. 3 months after the deadline for funding the Third Installment, Defendant will make a deposit of $86,250.00, into the qualified settlement account established by the Settlement Administrator ("Fourth Installment").

v. To the extent that any payment due date set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the next business day.

vi. The Settlement Administrator shall provide Defendant's Counsel with electronic transfer instructions for Defendant to tender payment to the Settlement Administrator as described in this Agreement, as soon as possible after the qualified settlement account has been established. The deadlines for Defendant's payment of the Total Settlement Amount are contingent upon receipt of the payment instructions. Defendant expressly agrees to follow the Settlement Administrator's payment instructions. The Parties agree that the deadlines for Defendant's payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

c. <u>Defendant's Failure to Timely Make Payment</u>.

i. If Defendant fails to timely make an installment payment as set forth in this Agreement, Defendant shall have 14 calendar days from the last day the payment is due to cure the untimely installment payment. Defendant shall make any payment under this provision pursuant to the Settlement Administrator's electronic transfer instructions.

ii. The Parties expressly agree that the Defendant's payment obligations with respect to any cure shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions.

iii. If Defendant fails to timely make an installment payment, and fails to cure such breach, then the unpaid balance of the Total Settlement Payment shall become due and payable immediately. Plaintiff shall have the right to seek Court intervention to enforce payment pursuant to this Agreement.

d. Disbursement of Total Settlement Amount.

i. Within 7 calendar days of the funding of the Second Installment, the Settlement Administrator will issue checks for the Individual Settlement Payments to Settlement Class Members and the Enhancement Award to Plaintiff. The Settlement Administrator shall also set aside the Employer Taxes on these payments, and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator.

ii. Within 7 calendar days of funding of the Third Installment, the Settlement Administrator shall issue checks for the LWDA Payment to the LWDA, Individual PAGA Payments to PAGA Employees, and Costs to Class Counsel. Any funds remaining after this distribution shall be retained in the account established by the Settlement Administrator.

iii. Within 7 calendar days of the funding of the Fourth Installment, the Settlement Administrator shall distribute the Settlement Administration Costs to itself and the Court-approved Attorneys' Fees to Class Counsel.

11. Attorneys' Fees and Costs. Class Counsel will request, and Defendant will not oppose, attorneys' fees of up to 35% of the Total Settlement Amount (i.e., $120,750.00 if the Total Settlement Amount is $345,000.00) and reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed $30,000.00, both of which will be paid from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and

Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel, and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for Attorneys' Fees and Costs shall not affect the enforceability of this Agreement or the terms contained herein.

12. Enhancement Award. In recognition of Plaintiff's efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Award in an amount up to $10,000.00. The Enhancement Award, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Award to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court's ruling on the request for the Enhancement Award shall not affect the enforceability of this Agreement or the terms contained herein.

13. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed $7,500.00. These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent actual Settlement

Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of $55,000.00 from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. (i.e., the PAGA Amount), of which 65%, or $35,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and 35%, or $19,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on PAGA Pay Periods during the PAGA Period (i.e., the Individual PAGA Payments).

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

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

b. After Notice of Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

16. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees' number of PAGA Pay Periods as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees to yield the "PAGA Workweek Value," and multiply each PAGA Employee's individual PAGA Pay Periods by

the PAGA Workweek Value to yield his or her Individual PAGA Payment.

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

18. Delivery of the Class List. Within 21 calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

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

a. Within 14 calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. With respect to Class Notices that are returned as undeliverable on or before the Response Deadline, after the initial mailing of the Class Notice, the Settlement Administrator will perform a single search for an alternate address by way of skip-trace and perform a single re-mailing of the Class Notice within 7 calendar days.

20. Workweeks Disputes. Class Members will have an opportunity to dispute the number of Workweeks and/or PAGA Pay Periods which have been credited to them, as reflected in their respective Class Notices. In order to dispute Workweeks and/or PAGA Pay Periods, a Class Member must submit a written Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the

Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks and/or PAGA Pay Periods to be credited to a disputing Class Member, Defendant's records will be presumed correct and determinative of the dispute. If a Class Member produces information and/or documents to the contrary, however, the Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement Administrator will resolve and determine the number of eligible Workweeks and/or PAGA Pay Periods that the disputing Class Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

21. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the PAGA Employees in accordance with the Settlement Agreement. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for 180 calendar days from the date the checks are issued, and thereafter, shall be cancelled. In recognition that South Sacramento Interfaith Partnership is a non-profit organization providing charitable and other services to the public, pursuant to California Code of Civil Procedure section 384, all funds remaining in the settlement account, associated with such canceled checks will be transmitted to South Sacramento Interfaith Partnership. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA Settlement.

22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the

postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims and any judgment with respect thereto, that may be entered by the Court if it grants Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

23. <u>Procedures for Objecting to the Class Settlement</u>. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and contain all information required by the Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

24. <u>Reports by the Settlement Administrator Regarding Settlement Administration</u>. The

Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a dispute of Workweeks and/or PAGA Pay Periods; (b) the number of Class Members who have submitted Requests for Exclusion or Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a dispute of Workweeks and/or PAGA Pay Periods.

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

26. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: 20% wages and 80% interest and penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Total Settlement Amount. Each Individual PAGA Payment will be allocated as 100% penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

27. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes, advising Defendant's Counsel of the total amount owed for Employer Taxes, and forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

28. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not

intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on their personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

29. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED

BY THIS SETTLEMENT AGREEMENT.

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

31. Class Settlement Release. Upon the Effective Date and full funding of the Fourth Installment, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

32. PAGA Settlement Release. Upon the Effective Date and full funding of the Fourth Installment, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

33. General Release by Plaintiff Only. In addition to the Class Settlement Release and PAGA Settlement Release, Plaintiff makes the additional following general release of all claims, known or unknown. Plaintiff releases the Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with Plaintiff's relationship with Defendant as well as any and all acts or omissions by or on the part of Defendant, excluding only claims that, by law, may not be privately released. (The release set forth in this Paragraph 33 shall be referred to hereinafter as the "General Release.") With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date and full funding of the Fourth Installment, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **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.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Award; and (f) Settlement Administration Costs. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion before filing it with the Court. Defendant agrees not to oppose the motion for final approval of the Settlement consistent with this Settlement Agreement.

36. Escalator Clause. Defendant represents that putative class members worked an estimated 17,233 Workweeks during the period from March 7, 2019 to November 18, 2024. Should the Workweeks increase beyond 10% worked by the Class Members during the Class Period, then, at the election of Defendant, either (a) Defendant shall increase the Total Settlement Amount on a pro-rata basis

equal to the percentage increase in the number of Workweeks worked by the Class Members above 10% (e.g., if the number of Workweeks increases by 11% to 19,129 Workweeks, the Total Settlement Amount will increase by 1%), or (b) the Class Period and PAGA Period shall end on the last day of the last workweek whereby the Workweeks do not exceed 19,129 ("Alternate End Date").

37. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

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

40. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

41. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except by written

agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of the Settlement, the Parties may not amend or modify any provision of the Settlement Agreement except by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

42. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under state or federal law.

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

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

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

46. Execution and Counterparts. The Settlement Agreement is subject only to the execution of all Parties. The Settlement Agreement, however, may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the

signature page, will be deemed to be one and the same instrument.

47. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of the Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether the Settlement is objectively fair and reasonable.

48. Invalidity of Any Provision. Before declaring any provision of the Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of the Settlement Agreement valid and enforceable.

49. Non-Admission of Liability. The Parties enter into the Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into the Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local, or other applicable law.

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

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

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

53. All Terms Subject to Final Court Approval. All amounts and procedures described in the Settlement Agreement herein will be subject to final Court approval.

54. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwazian, Esq.
Elizabeth Parker-Fawley, Esq.
Ryan Slinger, Esq.
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

To Defendant:

Julie Marquis, Esq.
Craig Tomlins, Esq.
Dane Willis, Esq.
FREEMAN MATHIS & GARY, LLP
2281 Lava Ridge Court, Ste. 130
Roseville, California 95661

55. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for 60 calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class or PAGA Employees will be required.

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

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

IT IS SO AGREED.

PLAINTIFF JO-NATHAN GREEN

Dated: _______________, 2025

____
Jo-Nathan Green, Plaintiff

DEFENDANT BENDER ROSENTHAL, INC.

Dated: 5/27/2025, 2025

DocuSigned by:
____
C5BC3D3F7C444B0

Full Name: Renee Baur

Title: Chief Executive Officer
On behalf of Bender Rosenthal, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: _______________, 2025

____
Elizabeth Parker-Fawley
Ryan Slinger
Attorneys for Plaintiff Jo-Nathan Green and Proposed Class Counsel

FREEMAN MATHIS & GARY LLP

Dated: 5/29, 2025

____
Julie Marquis
Craig Tomlins
Dane Willis
Attorneys for Defendant Bender Rosenthal, Inc.

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

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

IT IS SO AGREED.

PLAINTIFF JO-NATHAN GREEN

Dated: 05/29/2025, 2025

Jo-Nathan Green

Jo-Nathan Green, Plaintiff

DEFENDANT BENDER ROSENTHAL, INC.

Dated: ________________, 2025

____

Full Name: ______________________________

Title: __________________________________
On behalf of Bender Rosenthal, Inc.

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: May 29, 2025

Ryan Slinger

Elizabeth Parker-Fawley
Ryan Slinger
Attorneys for Plaintiff Jo-Nathan Green and Proposed Class Counsel

FREEMAN MATHIS & GARY LLP

Dated: ________________, 2025

____

Julie Marquis
Craig Tomlins
Dane Willis
Attorneys for Defendant Bender Rosenthal, Inc.

EXHIBIT A

<u>NOTICE OF CLASS ACTION SETTLEMENT</u>

Jo-Nathan Green v. Bender Rosenthal, Inc.
Superior Court of California for the County of Sacramento
Case No. 34-2023-00335755

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the class settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks and/or PAGA Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Jo-Nathan Green ("Plaintiff") and Defendant Bender Rosenthal, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the case entitled *Jo-Nathan Green v. Bender Rosenthal, Inc.*, Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing for [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. <u>IMPORTANT DEFINITIONS</u>

"**Class**" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"**Class Member**" means a member of the Class.

"**Class Period**" means the time period from March 7, 2019 through [January 18, 2025 or the Alternate End Date].

"**Class Settlement**" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"**PAGA Employees**" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.

"**PAGA Settlement**" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"**PAGA Period**" means the time period from May 15, 2024 through [January 18, 2025 or the Alternate End Date].

II. <u>BACKGROUND OF THE ACTION</u>

On March 7, 2023, Plaintiff filed a Class Action Complaint for Damages against Defendant, in the Sacramento County Superior Court, Case No. 34-2023-00335755 (the "Action"). On May 15, 2025, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Notice"). On [Date FAC is filed], Plaintiff filed a First Amended Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint").

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq*., and give rise to penalties under California Labor Code section 2698, *et seq*. ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant strongly denies all of the allegations in the Action, and strongly denies violating any law, failing to pay any wages, provide meal or rest periods, provide accurate itemized wage statements and reimburse expenses, and contends it complied with all applicable laws.

So far, the Court has made no determination whether Plaintiff or Defendant are correct on the merits. In the meantime, however, and after investigation and analysis of the claims, the Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating in good faith an end to this case rather than continuing the expensive and time-consuming process of litigation. As a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement").

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Jo-Nathan Green as representative of the Class ("Class Representative"), and the following attorneys as counsel for the Class ("Class Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Elizabeth Parker-Fawley, Esq.
Ryan Slinger, Esq.
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or PAGA Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Both sides agree that nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Three Hundred Forty-Five Thousand Dollars ($345,000.00) (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees to Class Counsel in an amount up to thirty-five percent (35%) of the Total Settlement Amount (i.e., $120,750.00 if the Total Settlement Amount remains $345,000.00) and reimbursement of litigation costs and expenses incurred by Class Counsel, in an amount not to exceed Thirty Thousand Dollars ($30,000.00) (together, "Attorneys' Fees and Costs"); (2) Enhancement Award in an amount not to exceed Ten Thousand Dollars ($10,000.00) to Plaintiff for his services in the Action; (3) Settlement Administration Costs in an amount not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) to the Settlement Administrator; and (4) the amount of Fifty-Five Thousand Dollars ($55,000.00) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"). The PAGA Amount will be distributed 65% ($35,750.00) to the LWDA ("LWDA Payment") and the remaining 35% (i.e., $19,250.00) will be distributed to PAGA Employees ("Individual PAGA Payments").

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee within the State of California during the Class Period, ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members ("Estimated Workweek Value") and multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to arrive at his or her Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest and penalties which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount. Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Individual Settlement Payment is 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 Individual Settlement Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 35% share of the PAGA Amount ("PAGA Employee Amount"), based on the number of the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid or non-exempt employee in California employed during the PAGA Period ("PAGA Pay Periods"). The Settlement Administrator has divided the PAGA Employee Amount by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period ("PAGA Pay Period Value") and multiplied each PAGA Employee's individual PAGA Pay Periods by the PAGA Pay Period Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). Again, neither side is giving you any advice on whether your PAGA Payment is 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 PAGA Payment received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or PAGA Pay Periods Based on Defendant's Records

According to Defendant's records, you have been credited with [_____] Workweeks during the Class Period, i.e., from March 7, 2019 through [January 18, 2025 or Alternate End Date].

According to Defendant's records, you have been credited with [_____] PAGA Pay Periods during the PAGA Period, i.e., from May 15, 2024 through [January 18, 2025 or Alternate End Date].

If you wish to dispute the Workweeks and/or PAGA Pay Periods credited to you, you must submit a written dispute that: (a) contains the case name and number of the Action; (b) contains the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the disputing Class Member; (c) clearly states that the Class Member disputes the number of Workweeks and/or PAGA Pay Periods credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) includes information and/or attaches documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that he or she contends should be credited to him or her are correct; and (e) is submitted by mail to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment is based on the number of Workweeks and/or PAGA Pay Periods credited to you during the Class Period and/or PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be $___________. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be $___________.

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower and payments will only be distributed if the Court grants final approval of the Settlement and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Class Claims" means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint and this Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) violation of California's unfair competition law under Business and Professions Code Sec. 17200.

"Released PAGA Claims" means any and all claims alleged in the PAGA Notice and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, codified in California Labor Code § 2698, *et seq*.

"Released Parties" means Defendant Bender Rosenthal, Inc. and any of its former and/or current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or PAGA Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to $120,750.00, if the Total Settlement Amount remains $345,000.00) and reimbursement of litigation costs and expenses in an amount of up to Thirty Thousand Dollars ($30,000.00) (together, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Awards to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars ($10,000.00) ("Enhancement Award"), in recognition of his services in connection with the Action. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Five Hundred Dollars ($7,500.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including but not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member and/or PAGA Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (a) contain the case name and number of the Action; (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security number of the Class Member requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be submitted by mail to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. Consistent with applicable law, however, PAGA Employees may not exclude themselves from the PAGA Settlement, including those pertaining to the release of Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of his or her Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal and factual support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than** [**Response Deadline**].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 23 of the Sacramento County Superior Court, located at the Gordon D. Schaber Sacramento County Courthouse, 720 9th Street, Sacramento, California 95814, on [**date**], at [**time**], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear through the Department's Zoom link (https://saccourt-ca-gov.zoomgov.com/my/sscdept23) or phone number (Telephone: (833) 568-8864 / ID: 16108301121) if you wish to. Instructions are provided by the Court at: https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk's office, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.