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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

LAPREAL VINCENT, CHARLENE
KEARNEY, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WESTERN BUYERS LLC, a Limited
Liability Company; US LBM
HOLDINGS, LLC, a Limited Liability
Company; ACS-US LBM, LLC, a
Limited Liability Company;
AMERICAN CONSTRUCTION
SOURCE-US LBM, INC., a
Corporation; AMERICAN
CONSTRUCTION SOURCE LLC, a
Limited Liability Company;
CALIFORNIA BUILDING SUPPLY-
US LBM, LLC, a Limited Liability
Company; DESERT LUMBER- US
LBM, LLC, a Limited Liability
Company; PARKER's BUILDING
SUPPLY -US LBM, LLC, a Limited
Liability Company and DOES 1
through 50, inclusive,

Defendants.

CASE No. **23CV00757**

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

Hearing Date: September 26, 2024

Hearing Time: 9:30 a.m.

*[Hearing scheduled by Order dated May 16,
2024]*

Judge: Hon. JoAnn Bicego

Courtroom: 2

Action Filed: January 23, 2023

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

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

1 Buyers, LLC; US LBM Holdings, LLC; ACS - US LBM, LLC; American Construction Source - US
2 LBM, Inc.; American Construction Source, LLC; California Building Supply - US LBM, LLC; Desert
3 Lumber - US LBM, LLC; Parker's Building Supply - US LBM, LLC ("Defendants") reached a full and
4 final settlement of the above-captioned action, which is embodied in the Agreement filed concurrently with
5 the Court. As consideration for this Settlement, the Gross Settlement Amount to be paid by Defendants
6 is One Million Nine Hundred Thousand Dollars (\$1,900,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the
7 Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual
8 Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel
9 Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service
10 Payments to Plaintiffs; and (5) the PAGA Penalties. (Agreement at ¶ 3.1.)

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

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

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

1 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
2 the Court by mailing the notice packets after updating class members' addresses using the National Change
3 of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any
4 forwarding address provided or updated address located. Declaration of Nicole Bench ("Bench Decl.")
5 ¶¶ 4-8. Class Members were provided with the opportunity to exclude themselves or "opt out" if they did
6 not want to participate in the settlement. (Agreement at ¶¶ 8.5, 8.7, Ex. A.) Bench Decl. ¶ 8, Exh. A.
7 Significantly, there have been no objections and no requests to opt-out. Bench Decl. ¶¶ 12-13. As such,
8 the entire Class (100%) will participate in the Settlement and will be sent a settlement check. *See* Bench
9 Decl. at ¶¶ 16-18. All Aggrieved Employees, including those who submit an opt-out request, will still be
10 paid their allocation of the PAGA Penalties and will remain subject to the release of the PAGA Released
11 Claims regardless of their request for exclusion. (Agreement at ¶ 6.3 and 5.8(d)) Finally, the Notice
12 advised the Class Members of their right to object to the Settlement and/or dispute their Workweeks.
13 (Agreement at ¶¶ 8.6 and 8.7, Ex. A.)

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

19 (g) ILYM Group, Inc. was appointed by the Court as the Administrator for the Settlement.
20 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
21 administration in an amount not to exceed \$14,000. (Agreement at ¶ 3.2(c).) As set forth in the Bench
22 Decl. at ¶ 20, the Administration Expenses Payment, including fees and costs incurred to-date, as well as
23 anticipated fees and costs for completion of the settlement administration, are \$12,950.

24 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
25 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
26 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
27 Litigation Expenses Payment in an amount not to exceed \$40,000. (Agreement at ¶ 3.2(b).) Subject to
28 Court approval, the Agreement provides for a payment of no more than each 15,000 to the Plaintiffs as

1 the Class Representative Service Payments. (Agreement at ¶ 3.2(a).) In support of this separate motion
2 for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing evidentiary
3 support, for these requests, including lodestar.

4 (i) Subject to Court approval, Ninety-Five Thousand Dollars (\$95,000) will be paid from the
5 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
6 Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor Code §
7 2699(i), the PAGA Payment shall be allocated as follows: 75% (\$71,250) shall be allocated to the Labor
8 Workforce Development Agency ("LWDA") as its share of the civil penalties and 25% (\$23,750) allocated
9 to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of
10 their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of
11 service, the LWDA has been served with this motion and the Agreement.

12 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
13 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
14 is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 3.) In sum, the Settlement valued
15 at \$1,900,000 is an excellent result for the Class. This result is particularly favorable in light of the fact
16 that liability and class certification in this case were far from certain in light of the defenses asserted by
17 Defendants. Given the complexities of this case, the defenses asserted, the uncertainty of class
18 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is fair,
19 reasonable and adequate, and should be finally approved.

20
21 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
22 dated May 16, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
23 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On June 20,
24 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
25 each class member with the terms of the Settlement, including notice of the claims at issue and the financial
26 terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how
27 individual settlement awards would be calculated, and the specific, estimated payment amount to that
28

1 individual. Bench Decl., ¶ 8, Exh. A. In disseminating the notice, the Administrator followed the notice
2 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have been no
3 objections and no requests to opt-out. Bench Decl. ¶¶ 12-123. As such, the entire Class (100%) will
4 participate in the Settlement and will be sent a settlement check. *See* Bench Decl. at ¶¶ 15-18

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

13
14 6. Procedural History of the Litigation

15 (a) On October 26, 2022, Plaintiff Vincent filed with the LWDA and served on Defendants
16 notices under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil
17 penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notices by
18 Plaintiff Vincent are attached hereto as Exhibit #3 for the Court's reference.

19 (b) On January 23, 2023, Plaintiff Vincent filed a class action Complaint against Defendants
20 in the Superior Court of the State of California, County of Siskiyou. This class action Complaint asserted
21 class claims against Defendants for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200,
22 et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and
23 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4)
24 failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to
25 provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide
26 accurate itemized wage statements in violation of California Labor Code § 226; (7) failure to reimburse
27 employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide

1 wages when due in violation of California Labor Code §§ 201, 202 and 203; and (9) failure to pay sick
2 pay wages in violation of California Labor Code §§ 201-204, 233, and 246. On February 3, 2023, Plaintiff
3 Vincent filed a separate Representative Action Complaint against Defendants (the "PAGA Action").
4 Plaintiff Vincent's Representative Action Complaint asserted one cause of action against Defendants for
5 Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203,
6 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
7 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable
8 Wage Order(s). On February 1, 2023, Plaintiff Vincent filed a First Amended Class And Representative
9 Action Complaint ("FAC") that added the parties and claims from the PAGA Action into the Class Action,
10 and subsequently dismissed the separate PAGA Action without prejudice.

11 (c) As part of the Settlement, the Parties stipulated to Plaintiffs filing a Second Amended Class
12 and Representative Action Complaint in the Class Action that merely adds Charlene Kearney as an
13 additional class representative. The Second Amended Class and Representative Action Complaint is the
14 operative complaint in the Action (the "Operative Complaint").

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

23 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
24 California. The Parties have vigorously litigated the Action since inception. During the course of
25 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
26 Defendants have engaged in significant research and investigation in connection with the Action. Class
27 Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized
28

1 an expert to perform an analysis of the data and valuation of the claims.

2 (f) Plaintiffs and Defendants agreed to discuss resolution of the Action through a mediation.
3 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
4 information in connection with the Action. On December 5, 2023, the Parties participated in an all-day
5 mediation presided over by David Rotman, a respected and experienced mediator of wage and hour class
6 actions. The Action did not settle on December 5, 2023, but the Parties agreed to attend a second half-day
7 mediation with Mr. Rotman on February 6, 2024. Following the second mediation, the Parties agreed to
8 settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum
9 of Understanding, dated March 26, 2024. The Parties then negotiated the final terms of the settlement
10 as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

11 (g) Although a settlement has been reached, Defendants deny any liability or wrongdoing of
12 any kind associated with the claims alleged in the Action and further denies that, for any purpose other
13 than settlement, the Action is appropriate for class and/or representative treatment. Defendants contend,
14 among other things, that they have complied at all times with the California Labor Code, applicable Wage
15 Order, and all other laws and regulations. Further, Defendants contend that class certification is
16 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendants violated
17 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
18 certification on the basis that the claims meet the requisites for class certification. Without admitting that
19 class certification is proper, Defendants has stipulated that the above Class may be certified for settlement
20 purposes only. (Agreement at ¶ 2.12.) The Parties agree that certification for settlement purposes is not
21 an admission that class certification is proper. Further, the Agreement is not admissible in this or any other
22 proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling
23 the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect
24 to the Class are satisfied.

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

10 11 7. History of Settlement Discussions

12 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
13 before an experienced and well-respected mediator. Defendants have expressly denied and continue to
14 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and Class
15 Counsel have determined that it is desirable and beneficial to the Class to resolve the Released Class
16 Claims of the Class in accordance with this Settlement, based upon the experience of Class Counsel who
17 has previously litigated similar claims against other employers.

18 (b) The Parties attended one full-day arms-length mediation session and a second half-day
19 arms-length mediation session with David A. Rotman, Esq., a respected and experienced mediator of wage
20 and hour class actions, in order to reach this Settlement. In preparation for the mediation, Defendants
21 provided to Plaintiffs and Class Counsel payroll and employment data and other information regarding the
22 Class Members, various internal documents, and other compensation and employment-related materials.
23 Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared
24 and submitted a mediation brief to the mediator. Following the second, half-day mediation, the Parties
25 agreed to this Settlement based upon a mediator's proposal.

26 (c) From March 2024 to April 2024, the settlement agreement and exhibits thereto were
27 negotiated, finalized and executed. On May 16, 2024, the Court granted the Motion for Preliminary
28

1 Approval, and entered the Order granting preliminary approved of the settlement as fair and reasonable
2 to the Class.

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

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

23 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be
24 unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on
25 behalf of any employees other than themselves. At the time of the mediation, Defendants forcefully
26 opposed the propriety of class certification, arguing that individual issues precluded class certification.
27 Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*,
28 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the

1 class has been certified. While other cases have approved class certification in wage and hour claims, class
2 certification in this action was hotly disputed and the maintenance of a certified class through trial was by
3 no means a foregone conclusion.

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

18 (d) The Settlement in this case is fair, reasonable and adequate considering Defendants' defenses
19 to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
20 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
21 to the value of the claims. Based upon 1,023 Participating Class Members who collectively worked
22 100,701 Workweeks, which were the estimated class figures at mediation, the Gross Settlement Amount
23 provides a value of \$1,857 per Class Member and \$18.68 per Workweek, and after deductions, the Net
24 Settlement Amount provides an average recovery of \$1,064.24 per Class Member and a recovery of
25 \$10.70 per Workweek. The calculations to compensate for the amount due for the Class at the time of the
26 mediation were calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims
27 are at issue in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid
28 wages for the employees. For the Class, maximum potential damages were calculated to be \$261,906 for

1 alleged reporting time wages, \$953,934 for the alleged unpaid wages for off-the-clock work due to at 5
2 minutes per shift, \$32,439 for the alleged unpaid wages due to miscalculation of the regular rate when
3 paying wages, \$9,267 for the alleged underpayment of meal period premiums and sick pay, \$1,613,224
4 for alleged meal period damages based upon a 23% potential violation rate for shifts worked and after
5 accounting for the meal premiums actually paid by Defendants, \$1,998,130 for alleged rest period damages
6 based upon the same 23% potential violation rate for shifts worked, \$445,120 for alleged unreimbursed
7 business expenses at \$20 per month. As a result, the total damage valuation was calculated that
8 Defendants were subject to a maximum damage claim in the amount of \$5,314,021. As to potential
9 penalties, Plaintiffs calculated that potential waiting time penalties were a maximum of between
10 \$1,560,242 and \$1,745,194, and potential maximum wage statement penalties were \$2,901,950.¹
11 Defendants disputed these calculations and exposure theories. Consequently, the Gross Settlement
12 Amount of \$1,900,000 represents more than 35% of the maximum value of the alleged damages at issue
13 in this case at the time this Settlement was negotiated.² Importantly, the recent decision that good faith
14 belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065
15 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages
16 were owed to the Class. The above maximum calculations should then be adjusted in consideration for
17 both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the
18 amount of the settlement as compared to the potential value of claims in this case and the defenses asserted

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

26 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
27 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The
28 PAGA claim is addressed in the Declaration of Nordrehaug at ¶33 filed in support of preliminary
approval.

1 by Defendants, this settlement is fair and reasonable.³ Clearly, the goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendants asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average Class Member allocation
5 (in addition to their Individual PAGA Payment) are \$3,016.38 and \$1,064.24, respectively. *See* Bench
6 Decl. ¶15. Given the complexities of this case, the defenses, along with the uncertainties of proof and
7 appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.

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

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

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendants to the Class in the amount of One Million Nine Hundred
19 Thousand Dollars (\$1,900,000) (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
20 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class
21 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
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23
24 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
25 settlement where the settlement amount constituted approximately 25% of the estimated overtime
26 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
27 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
28 approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
2 Amount.

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

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

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

16 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
17 of the Gross Settlement Amount of \$1,900,000, which equals \$633,333 for attorneys’ fees. As part of
18 the Agreement, Defendants also agreed that Class Counsel will also be paid reasonable litigations expenses
19 incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally, Defendants
20 also agreed that Plaintiffs can be awarded Class Representative Service Payments in the amount of
21 \$15,000 each, as their service awards under the Agreement.

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

27 (c) There is a substantial difference between the risk assumed by attorneys being paid by the hour
28 and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the bank

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

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

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

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

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

5 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
6 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
7 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
8 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
9 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
10 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
11 Counsel advanced more than \$34,000 in costs which could not have been recovered if this case had been
12 lost, and some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiffs also
13 undertook the risk of liability for Defendants' costs had this case not succeeded, as well as other potential
14 negative financial ramifications from having sued Defendants on behalf of the Class. Accordingly, the
15 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiffs also support the
16 requested awards.

17 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
18 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
19 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$633,333 is
20 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
21 **records for Class Counsel evidence that through August 30, 2024, Class Counsel's total lodestar is**
22 **\$328,136.25**, with significant additional fees still to be incurred to complete final approval and the
23 settlement process. The requested fee award is therefore currently equivalent to Class Counsel's total
24 lodestar with a a reasonable multiplier of 1.9, and there will be additional lodestar incurred by Class
25 Counsel to complete the settlement process and manage the settlement distribution and reports. Such a
26
27
28

multiplier is below the range of multipliers approved in other cases such as *Laffitte* and *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly successful, and Class Counsel should not be punished for efficient and successful litigation. As a result, this Court may conclude that the requested award is fair and reasonable and is justified under California law.⁵

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

11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco

⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (3.65 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. FedEx Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

⁵ Class Counsel's hourly rates used in the lodestar are also reasonable. Class Counsel's hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.).

1 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
2 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
3 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
4 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
5 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
6 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
7 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
8 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
9 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
10 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
11 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
12 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
13 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
14 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
15 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
16 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
17 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
18 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
19 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
20 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
21 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
22 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
23 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
24 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
25 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
26 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
27 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
28 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage

1 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
2 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
3 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
4 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
5 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento
6 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
7 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
8 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
9 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
10 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
11 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
12 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award
13 in a wage and hour class settlement.

14 12. **The contemporaneous billing records for Class Counsel evidence that through August**
15 **30, 2024, Class Counsel's total lodestar is \$328,136.25**, with significant additional fees still to be
16 incurred to complete final approval and the settlement process. From January 13, 2023 to August 30,
17 2024, my firm worked on this matter for over 433 hours, with hourly rates for attorneys ranging from
18 \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$328,136.25. The
19 requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable
20 multiplier of 1.9, and there will be additional lodestar incurred by Class Counsel to complete the settlement
21 process and manage the settlement distribution and reports. A detailed breakdown of the total fees and
22 the services performed by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel
23 will be performing significant additional work that is not included in this lodestar amount, including
24 finalizing the final approval motion, attending the hearing on final approval, and monitoring completion
25 of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for
26 my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal
27 community for similar work and, if this were a commercial matter, these are the charges that would be
28 made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the

1 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
2 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
3 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
4 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
5 line with those prevailing in the [relevant] community'—the Central District of California." Finally, the
6 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates
7 of comparable counsel practicing complex and class litigation as detailed in the National Law Journal
8 Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS
9 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer
10 Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms
11 practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates
12 are in line with the comparable rates of the defense counsel that opposes these types of class claims, such
13 as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class
14 Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many
15 cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for partners and \$535 for
16 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, historically charged
17 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Class
18 Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.
19 Therefore, the requested fee award as a percentage of the fund is supported by the currently lodestar
20 incurred with a reasonable multiplier which will be less than 1.9 by the completion of the settlement. This
21 is less than the multipliers approved in other cases. The requested award is therefore reasonable viewed
22 by the Lodestar/Multiplier cross-check.

23 24 Litigation Expenses

25 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a "Class
26 Counsel Litigation Expenses Payment of not more than \$40,000." Class Counsel requests reimbursement
27 for incurred litigation expenses and costs in the amount of \$34,839.38. Class Counsel have incurred
28 \$34,839.38 based upon counsel's billing records which is less than the "not to exceed" amount of \$40,000.

1 These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses
2 (Berger Consulting), and attorney service charges (Knox, OneLegal), and research charges (LexisNexis),
3 all of which are costs normally billed to and paid by the client.⁶ The details of the litigation expenses
4 incurred are set forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

5
6 Service Award

7 14. For her service as the only class representative, Plaintiffs should be awarded the agreed
8 service award of \$15,000 each in accordance with the Agreement for their time, risk and effort expended
9 on behalf of the Class as the class representatives. (Agreement at ¶ 3.2(a).) Defendants has agreed to
10 these payments and there have been no objections to the requested service awards. The Plaintiffs'
11 Declarations in support of these requests are attached hereto as Exhibits #5 and 6. As the representatives
12 of the Class, Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs
13 worked extensively with Class Counsel during the course of the litigation, responding to numerous
14 requests, searching for documents, working with counsel, and reviewing the settlement documentation.
15 As set forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the
16 Settlement, far beyond the class release. The Plaintiffs' Declaration detail the involvement, stress and risks
17 they undertook as a result of this Action. Plaintiffs also assumed the serious risk that they might possibly
18 be liable for costs and fees to Defendants, as well as the reputational risk of being "blacklisted" by other
19 future employers for having filed a class action on behalf of fellow former employees. Without the
20 Plaintiffs' participation, cooperation and information, no other employees would be receiving any benefit.
21 The payment of service awards to successful class representatives is appropriate and the amount of
22 \$15,000 is well within the currently awarded range for similar settlements. The requested awards are also
23 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
24 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS

25
26 ⁶ Nontaxable costs are properly awarded where authorized by the parties' agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, "[e]xpenses such as reimbursement for travel, meals, lodging, photocopying,
28 long-distance telephone calls, computer legal research, postage, courier service, mediation, exhibits,
documents scanning, and visual equipment are typically recoverable." *Rutti v. Lojack Corp., Inc.*, 2012
WL 3151077, at *12 (C.D. Cal. 2012).

1 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
2 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
3 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS
4 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser*
5 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
6 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
7 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
8 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
9 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*,
10 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime
11 wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County
12 Superior Court (Mar. 7, 2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case
13 No. CV 06-8197 DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v.*
14 *American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
15 2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No.
16 BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000 service award); *Baker*
17 *v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012) (awarding
18 \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*,
19 Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011) (awarding \$10,000 service
20 award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
21 11, 2010) (awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
22 Los Angeles County Superior Court (Oct. 3, 2013) (awarding \$10,000 service award); *Ethridge v.*
23 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
24 2011) (awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
25 BC390395, Los Angeles County Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill*
26 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
27 2012) (awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
28 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award

1 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
2 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
3 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
4 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
5 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
6 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
7 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
8 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
9 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
10 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
11 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
12 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
13 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
14 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
15 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
16 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
17 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241
18 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l*
19 *Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000
20 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San
21 Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG*
22 *Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000
23 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case
24 No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

25 15. The requested service awards are also reasonable in light of the reputational risk that
26 Plaintiffs assumed in bringing this action against their former employer. Plaintiffs put their future
27 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
28 searchable on the internet and may become known to prospective employers when evaluating" them for

1 employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
2 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a
3 suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists
4 that allows employers to run extensive background searches on potential employees. Companies who
5 provide these services specifically highlight the fact that their services allows employers to weed out
6 litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether
7 a prospective employee is likely to sue" the employer, through background checks and other means, to
8 screen out these employees.⁷ Onicra Credit Rating Agency states: "Background screening has become
9 a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture,
10 employers simply cannot afford to hire employees who will put their company at risk."⁸ PreciseHire also
11 offers employment screening and similarly warns: "with today's business climate being extremely
12 competitive and highly litigious, conducting pre employment background checks has become a necessity."⁹

13 16. As a result, Class Counsel respectfully requests approval of the application for award of
14 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
15 expenses in the amount of \$34,839.38, and approval of the requested service award to the Plaintiffs.

16 17. In accordance with California Rules of Court, rule 3.769, I make the following disclosure.
17 The Class Counsel Fees Payment awarded shall be allocated entirely to Blumenthal Nordrehaug Bhowmik
18 De Blouw LLP.

19
20 I declare under penalty of perjury under the laws of the State of California that the foregoing is
21 true and correct. Executed this 30th day of August, 2024, at San Diego, California.

22 /s/ Norman Blumenthal
23 NORMAN B. BLUMENTHAL
24

25 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁸ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁹ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

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Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

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Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lapreal Vincent and Charlene Kearney (“Plaintiffs”) and defendants Western Buyers LLC; US LBM Holdings, LLC; ACS – US LBM, LLC; American Construction Source - US LBM, Inc.; American Construction Source, LLC; California Building Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker's Building Supply – US LBM, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Lapreal Vincent vs. Western Buyers LLC, et al*, Case No. 23CV00757, initiated on January 23, 2023 and pending in Superior Court of the State of California, County of Siskiyou, with a First Amended Class and Representative Action PAGA Complaint filed on February 1, 2024, and a Second Amended Class and Representative Action PAGA Complaint to be filed as directed in this Agreement.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 23, 2019 through the earlier of preliminary approval or June 16, 2024.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint (defined in Paragraph 2.8) in the Action seeking Court approval to serve as Class Representatives.
- 1.15. “Class Representative Service Payment(s)” means the service payment(s) made to the Plaintiffs as Class Representatives to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by the Plaintiffs.

- 1.16. “Court” means the Superior Court of California, County of Siskiyou.
- 1.17. “Defendants” mean Western Buyers, LLC; US LBM Holdings, LLC; ACS – US LBM, LLC; American Construction Source – US LBM, Inc.; American Construction Source, LLC; California Building Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker’s Building Supply – US LBM, LLC.
- 1.18. “Defense Counsel” means Michele Haydel Gehrke and Lauren A. Ziegler at Reed Smith LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Nine Hundred Thousand Dollars (\$1,900,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to civil penalties under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from October 26, 2021 to the earlier of preliminary approval or June 16, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Vincent’s October 26, 2022 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$71,250) and the 75% to LWDA (\$23,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Lapreal Vincent and Charlene Kearney, the named plaintiffs in the Action.

- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint which occurred during the Class Period while employed by one or more Defendant(s) in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims not implicated by the Class Action Complaint, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.
- 1.39. “Released PAGA Claims” means all claims, rights, demands, liabilities and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period while employed by one or more Defendant(s) in a non-exempt position in California. Released PAGA Claims include PAGA claims for civil penalties predicated upon failure to provide meal and/or rest periods, failure to pay meal and/or rest period premiums at the regular rate, failure to properly calculate the regular rate, failure to pay minimum wage, failure to pay overtime, failure to provide accurate wages statements, failure to pay all wages owed, failure to pay reporting time pay, failure to reimburse business expenses, failure to timely pay wages when due, failure to provide paid sick leave, and failure to provide proper seating. The Released PAGA Claims do not include other PAGA claims not implicated by the PAGA Complaint or PAGA Notice, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, discrimination, worker’s compensation, and PAGA claims outside of the PAGA Period.
- 1.40. “Released Parties” means: Defendants and each of their former and present owners, investors, operating companies, affiliates, divisions, corporations in common control, predecessors, successors, assigns, parent companies subsidiaries and d/b/a’s, and each of its and their former and present directors, officers, employees, shareholders, partners, owners, attorneys, insurers, and any other successor, assigns, or legal representatives as of the date of Final Approval Hearing.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails a Class Notice Packet to Class Members and Aggrieved Employees and shall be the last

date on which Class Members may: (a) submit a Request for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline..

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

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

2. RECITALS

The Class Action

2.1. On January 23, 2023, Plaintiff Vincent commenced this Action by filing a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Siskiyou (the “Class Action”). Plaintiff Vincent’s Class Action Complaint asserted claims that Defendants:

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

2.2. On June 23, 2023, Defendants each filed an Answer to Plaintiff Vincent’s Class Action Complaint.

The PAGA Action

2.3. On February 3, 2023, Plaintiff Vincent filed a separate Representative Action Complaint against Defendants (the “PAGA Action”). Plaintiff Vincent’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

2.4. June 23, 2023, Defendants each filed an Answer to Plaintiff Vincent’s PAGA Action Complaint.

Stipulation To Consolidate And Further Pleading Amendment

2.5. On August 3, 2023, the Parties filed a Stipulation And [Proposed] Order To Stay Action Pending December 5, 2023 Mediation And To Consolidate Action With Plaintiff’s Pending PAGA Action If Mediation Is Unsuccessful, which the Court granted on August 15, 2023.

2.6. On February 1, 2023, Plaintiff Vincent filed a First Amended Class And Representative Action Complaint (“FAC”) that added the parties and claims from the PAGA Action into the Class Action, and subsequently dismissed the separate PAGA Action without prejudice.

2.7. As part of this Agreement, the Parties stipulated to Plaintiffs filing a Second Amended Class and Representative Action Complaint (“SAC”) in the Class Action that merely adds Charlene Kearney as an additional class representative:

2.8. The Second Amended Complaint will be the operative complaint in the Action (the “Operative Complaint”).

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

Mediation and Settlement

2.10. On December 5, 2023, the Parties participated in an all-day mediation presided over by David A. Rotman, Esq. The Action did not settle on December 5, 2023, but the Parties agreed to attend a second half-day mediation with Mr. Rotman on February 6, 2024. Following the second mediation, the Parties agreed to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding, dated March 26, 2024. This Agreement replaces and supersedes the

Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.11. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.12. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.
- 2.13. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,900,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated as wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.
- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' requests for Class

Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$633,333, and a Class Counsel Litigation Expenses Payment of not more than \$40,000. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$14,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$14,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$95,000 to be paid from the Gross Settlement Amount, with 75% (\$71,250) allocated to the LWDA PAGA Payment and 25% (\$23,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$23,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume

full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that, as of March 12, 2024, the Class consists of 1,004 Class Members who collectively worked a total of 94,944 Workweeks, and 873 Aggrieved Employees who worked a total of 38,622 PAGA Pay Periods.
- 4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any

extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

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

shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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

6. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA, the claims against all Released Parties will be released and extinguished as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, beneficiaries, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and forever discharge Released Parties from all claims, transactions, omissions or occurrences, known or unknown, that occurred from the beginning of time through the end of the Class Period, including, but not limited to: (a) all claims, rights, demands, liabilities and causes of action that were or reasonably could have been alleged based on the facts, Labor Code and/or IWC Wage Order sections contained in the Operative Complaint; (b) all PAGA claims that were or reasonably could have been alleged based on facts, Labor Code and/or IWC Wage Order sections contained in the Operative Complaint and/or Plaintiffs' PAGA Notice; and (c) any and all claims that Plaintiffs could now bring or could have brought against any of the Released Parties under any local, state or federal law, ordinance or regulation ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or claims that cannot be released by law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

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

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

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

7.1. Defendants’ Responsibilities. Within 14 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the updated Class Members and Workweeks count for the Class through the end of the Class Period.

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

(Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

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

8. SETTLEMENT ADMINISTRATION

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

- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator

will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative

Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel

and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, once the Class Period end date is confirmed, Defendants are providing a declaration as set forth in paragraph 7.1 above that verifies the updated Class Member and Workweek count through the end of the Class Period, which will be used for purposes of the settlement allocation. Should the number of Workweeks set forth in paragraph 4.1 above increase by more than 10% from March 12, 2024 through the end of the Class Period, Defendants shall have the option to increase the Gross Settlement Amount proportionally by 1% for every 1% increase in workweeks over the 10% threshold or cut off the end date of the Class Period so that the workweeks do not exceed 10% over the threshold of the estimate of 96,944.
- 10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw no later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, no later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 10 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court

no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to try to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the scope of the releases applicable to Plaintiffs, the Class and Released Parties, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to try to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted as Defendants deny any and all liability; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the

Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity a portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during this Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendants:

Michele Haydel Gehrke
Lauren A. Ziegler
Reed Smith LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3659
Tel.: (415) 543-8700
Fax: (415) 391-8269
E-Mails: mgehrke@reedsmith.com
lziegler@reedsmith.com

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

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for a period of not less than one (1) year starting from the date of the signing of the Memorandum of Understanding by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 17, 2024

LaPreal Vincent
LaPreal Vincent (Apr 17, 2024 12:10 PDT)

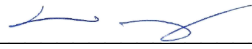
Plaintiff LaPreal Vincent

Dated: Apr 19, 2024

Charlene Kearney
Charlene Kearney (Apr 19, 2024 10:04 PDT)

Plaintiff Charlene Kearney

Dated: 4/19/2024



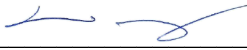
Manish Shanbhag [name]
For Defendant Western Buyers, LLC

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant US LBM Holdings, LLC

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant ACS – US LBM, LLC

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant American Construction Source – US LBM, Inc.;

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant American Construction Source, LLC

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant California Building Supply – US LBM, LLC

Dated: 4/19/2024



Manish Shanbhag [name]
For Defendant Desert Lumber – US LBM, LLC

Dated: 4/19/2024



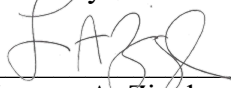
Manish Shanbhag [name]
For Defendant Parker's Building Supply – US LBM, LLC

Dated: 4/19/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 4/19/24



Lauren A. Ziegler
Reed Smith LLP
Attorney for Defendants

EXHIBIT A

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

EXHIBIT “A”

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

*Vincent vs. Western Buyers LLC, et al., Superior Court of the State of California,
County of Siskiyou, Case No. 23CV00757*

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

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

You may be eligible to receive money from a consolidated employee class action lawsuit (“Action”) against Defendants Western Buyers LLC; US LBM Holdings, LLC; ACS – US LBM, LLC; American Construction Source - US LBM, Inc.; American Construction Source, LLC; California Building Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker's Building Supply – US LBM, LLC (“Defendants”) for alleged wage and hour violations. The Action is brought by Plaintiffs Lapreal Vincent and Charlene Kearney (“Plaintiffs”) and seeks payment of (1) wages and other relief for a Class of all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (January 23, 2019 through _____, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (October 26, 2021 to _____, 2024) (“Aggrieved Employees”).

The proposed Settlement includes the following: (1) a Class Settlement requiring Defendants to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring the payment of PAGA Penalties to be allocated to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal

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

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

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

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

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

	yourself, you will still be paid your Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a Request for Exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2024 at _____ a.m., at the Siskiyou County Superior Court, located at 411 Fourth Street, Yreka, CA 96097, in Courtroom 2 before Judge _____. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Pay Periods / PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and your Individual PAGA Payment (if any) depend on how many Pay Periods you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Pay Periods during the Class Period and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Siskiyou (the “Court”), has been reached between Plaintiffs and Defendants and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

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

All individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is January 23, 2019 to [REDACTED].

2. What is this class action lawsuit about?

On January 23, 2023, plaintiff Vincent filed a complaint against Defendants in the Superior Court of the State of California, County of Siskiyou, Case No. 23CV00757 (“Action”). The Action asserted class claims for unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to provide wages when due, and failure to pay sick wages.

On February 3, 2023, Plaintiff Vincent filed a separate Representative Action Complaint against Defendants (the “PAGA Action”). Plaintiff Vincent’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* (“PAGA”).

On February 1, 2023, Plaintiff Vincent filed a First Amended Class And Representative Action Complaint that added the parties and claims from the PAGA Action into the Action, and subsequently dismissed the separate PAGA Action without prejudice. As part of this Settlement, the Parties stipulated to Plaintiffs filing a Second Amended Class and Representative Action Complaint in the Action to add Charlene Kearney as an additional class representative. On [REDACTED], 2024, Plaintiffs filed a Second Amended Class and Representative Action Complaint, which is referred to as the “Operative Complaint”.

Defendants deny that they have done anything wrong and dispute all the claims in the Action. For example, Defendants contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to pay to Plaintiffs or any Class Members any wages allegedly due during employment and at the time of their termination; that Defendants complied with California wage statement and record requirements; that Defendants did not violate California Business and Professions Code section 17200 *et seq.*; that Defendants are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action. Defendants have agreed to settle the Action to avoid further litigation and uncertainty.

The Court granted preliminary approval of the Settlement on <<[REDACTED] APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendants, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiffs and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, who expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of One Million Nine Hundred Thousand Dollars (\$1,900,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Participating Class Members, the Administration Expenses Payment, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Within fourteen (14) days of the Effective Date, Defendants will fund the Gross Settlement Amount by depositing the money with the Administrator. The "Effective Date" means the date the Judgment is entered unless there are objections, in which case the "Effective Date" means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$14,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing Request for Exclusions, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$633,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each to the two (2) named Plaintiffs as service awards, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$95,000 relating to Plaintiff's claim under PAGA, 75% (\$71,250) of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% (\$23,750) will be distributed to the Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$23,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. The PAGA Period is October 26, 2021 to _____, 2024.

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

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

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

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged claims for non-wages, expense reimbursement, interest and penalties due to employees

(collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor (at their own expense) concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member where the funds may be claimed.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, beneficiaries and assigns, release the Released Parties from the Released Class Claims. “Released Class Claims” are all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint which occurred during the Class Period while employed by one or more Defendant(s) in a non-exempt position in California. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims not implicated by the Operative Complaint, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees and the LWDA are deemed to release, on

behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, beneficiaries and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims, rights, demands, liabilities and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period while employed by one or more Defendant(s) in a non-exempt position in California. Released PAGA Claims include PAGA claims for civil penalties predicated upon failure to provide meal and/or rest periods, failure to pay meal and/or rest period premiums at the regular rate, failure to properly calculate the regular rate, failure to pay minimum wage, failure to pay overtime, failure to provide accurate wages statements, failure to pay all wages owed, failure to pay reporting time pay, failure to reimburse business expenses, failure to timely pay wages when due, failure to provide paid sick leave, and failure to provide proper seating. The Released PAGA Claims do not include other PAGA claims not implicated by the Operative Complaint or PAGA Notice, underlying wage and hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, discrimination, worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties collectively mean: Defendants and each of their former and present owners, investors, operating companies, affiliates, divisions, corporations in common control, predecessors, successors, assigns, parent companies, subsidiaries and d/b/a’s, and each of its and their former and present directors, officers, employees, shareholders, partners, owners, attorneys, insurers, and any other successor, assigns, or legal representatives as of the date of Final Approval Hearing.

5. How much will my payment be?

Defendants’ records reflect that you worked << _____ >> Workweeks during the Class Period (January 23, 2019 through _____).

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

[Defendants’ records reflect that you worked << _____ >> PAGA Pay Periods during the during the PAGA Period (October 26, 2021 to _____, 2024). Based on this information your estimated Individual PAGA Payment is << _____ >>.]

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

6. How can I get a payment?

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

The Court will hold a Final Approval Hearing on _____, 2024 at _____ a.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. Your Individual PAGA Payment, if any, is set forth in Section 5 above.

To opt out of the class portion of the settlement, you must submit to the Administrator a written, signed and dated request for exclusion ("opt-out") postmarked no later than the Response Deadline which is _____ [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax your request to opt out to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Vincent vs. Western Buyers LLC* lawsuit. The request to opt-out should state the Class Member's full name, address, and telephone number or email address. Please include the name and number of the case, which is *Vincent vs. Western Buyers LLC*, Case No. 23CV00757. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, 2024, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request

stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amounts Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vincent vs. Western Buyers LLC*.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Fees, Litigation Expenses and Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or 74 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email to _____ by no later than _____ [sixty (60) days after the date of the mailing of the Class Notice or 74 days after in the case of re-mailing]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Vincent vs. Western Buyers LLC*, Case No. 23CV00757, and include your name, current address, telephone number, email address, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing in person or remotely through Zoom - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>. If you need assistance in making an appearance at the Final Approval Hearing, please contact Class Counsel below. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 Calle Clara

La Jolla, CA 92037

Tel.: (858) 551-1223

Fax: (858) 551-1232

E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANTS:

Michele Haydel Gehrke
Lauren A. Ziegler
Reed Smith LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3659

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ a.m. (Pacific Standard Time) on _____, 2024, in Courtroom 2 of the Superior Court of California, County of Siskiyou, located at 411 Fourth Street, Yreka, CA 96097, before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Check the Court's website for the most current information concerning remote appearances and procedures at the Court - <https://www.siskiyou.courts.ca.gov/remote-court-appearances>.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vincent vs. Western Buyers LLC*. In addition, hearing dates are posted on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 23CV00757.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Vincent vs. Western Buyers LLC* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Vincent vs. Western Buyers LLC*. You may also get more details by examining the Court's file on the Internet via the Case Information page for the California Superior Court for the County of Siskiyou (<https://www.siskiyou.courts.ca.gov/>) and entering the Case No. 23CV00757. If you wish to view the Court files in person, you must go to the Clerk's Office at the Superior Court located at 411 Fourth Street, Yreka, CA 96097.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

LAPREAL VINCENT, CHARLENE
KEARNEY, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

WESTERN BUYERS LLC, a Limited
Liability Company; US LBM HOLDINGS,
LLC, a Limited Liability Company; ACS-US
LBM, LLC, a Limited Liability Company;
AMERICAN CONSTRUCTION SOURCE-
US LBM, INC., a Corporation; AMERICAN
CONSTRUCTION SOURCE LLC, a Limited
Liability Company; CALIFORNIA
BUILDING SUPPLY- US LBM, LLC, a
Limited Liability Company; DESERT
LUMBER- US LBM, LLC, a Limited Liability
Company; PARKER's BUILDING SUPPLY -
US LBM, LLC, a Limited Liability Company
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV00757

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge:
Courtroom:

Action Filed: January 23, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County Siskiyou, on _____[DATE], for the motion by
3 Plaintiffs Lapreal Vincent and Charlene Kearney (“Plaintiffs”) for preliminary approval of the
4 class settlement with Defendants Western Buyers, LLC; US LBM Holdings, LLC; ACS – US
5 LBM, LLC; American Construction Source - US LBM, Inc.; American Construction Source,
6 LLC; California Building Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker's
7 Building Supply – US LBM, LLC (“Defendants”). The Court, having considered the briefs,
8 argument of counsel and all matters presented to the Court and good cause appearing, hereby
9 GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.
10

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement (“Agreement”) submitted as Exhibit #1 to the Declaration of Kyle Nordrehaug in
14 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
15 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
16 possible final approval, pursuant to the provisions of section 382 of the California Code of Civil
17 Procedure and California Rules of Court, rule 3.769.

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

20 3. The Gross Settlement Amount is One Million Nine Hundred Thousand Dollars
21 (\$1,900,000). It appears to the Court on a preliminary basis that the settlement amount and terms
22 are fair, adequate and reasonable as to all potential Class Members when balanced against the
23 probable outcome of further litigation and the significant risks relating to certification, liability and
24 damages issues. It further appears that investigation and research have been conducted such that
25 counsel for the Parties are able to reasonably evaluate their respective positions. It further appears
26 to the Court that settlement at this time will avoid substantial additional costs by all Parties, as
27 well as avoid the delay and risks that would be presented by the further prosecution of the Action.
28 It further appears that the Agreement has been reached as the result of serious and non-collusive,

PRELIMINARY APPROVAL ORDER

1 arms-length negotiations. The Court therefore preliminarily finds that the Settlement is fair,
2 adequate, and reasonable when balanced against the probable outcome of further litigation and the
3 significant risks relating to certification, liability, and damages issues.

4 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
5 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$40,000, and
6 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
7 \$15,000 each. The Court will not approve the amount of attorneys' fees and costs, nor the amount
8 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
9 evidence supporting these requests prior to final approval.

10 5. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who were
14 employed by Defendants in California and classified as a non-exempt employee at any time during
15 the Class Period." The Class Period is from January 23, 2019 to [REDACTED].

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

26 7. The Court provisionally appoints Plaintiffs Lapreal Vincent and Charlene Kearney
27 as the representatives of the Class. The Court provisionally appoints Norman B. Blumenthal, Kyle
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1 R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and
2 Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the
3 Class.

4 8. The Court hereby approves, as to form and content, the Court Approved Notice of
5 Proposed Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”),
6 as revised and submitted as Exhibit A to the Agreement. The Court finds that the Class Notice
7 appears to fully and accurately inform the Class of all material elements of the proposed
8 Settlement, of the Class Members’ right to be excluded from the Class by submitting a written opt-
9 out request, and of each Class Member’s right and opportunity to object to the Settlement. The
10 Court further finds that the distribution of the Class Notice substantially in the manner and form
11 set forth in the Agreement and this Order meets the requirements of due process, is the best notice
12 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
13 entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to
14 the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
15 address, the Administrator will promptly search for a more current address for the Class Member
16 and re-mail the Class Notice Packet to the Class Member no later than seven (7) business days
17 after the receipt of the undelivered Class Notice.

18 9. The Court hereby appoints ILYM Group, Inc. as Administrator. No later than
19 twenty-one (21) calendar days after issuance of this Order, Defendants shall provide the
20 Administrator with the Class Data in an electronic spreadsheet. This information will otherwise
21 remain confidential and will not be disclosed to anyone, except as required to applicable taxing
22 authorities, to carry out the procedures in the Agreement, or pursuant to Defendants’ express
23 written authorization or by order of the Court. The Administrator will perform address updates
24 and verifications as necessary prior to the mailing of the Class Notice. Using best efforts to mail it
25 as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class
26 Data, the Administrator will mail the Class Notice to all Class Members via first-class U.S. Mail.

1 10. The Court hereby preliminarily approves the proposed procedure for exclusion
2 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
3 from the Class as provided in the Class Notice by following the instructions set forth in the Class
4 Notice. All requests for exclusion must be sent to the Administrator and postmarked by no later
5 than the Response Deadline, which is sixty (60) calendar days after the Administrator initially
6 mails the Class Notice Packets to the Class Members. If the Class Notice Packet is re-mailed, this
7 Response Deadline will be extended an additional fourteen (14) calendar days. Any person who
8 chooses to opt-out of and be excluded from the Class will not be entitled to any recovery under the
9 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
10 thereon. Aggrieved Employees shall be sent their Individual PAGA Payment and will be subject to
11 the release of the Released PAGA Claims regardless of whether they opt-out of the Class. Class
12 Members who have not requested exclusion shall be bound by all determinations of the Court, the
13 Agreement, and the Judgment. A request for exclusion applies only to the individual submitting
14 the request for exclusion, and any attempt to effectuate an opt-out on behalf of any other
15 individual or individuals (including a group, class, or subclass of individuals) is not permitted and
16 will be deemed invalid.

17 11. Any Class Member who has not opted-out may appear at the Final Approval
18 Hearing and may object or express the Member's views regarding the Settlement and may present
19 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
20 and determined by the Court as provided in the Class Notice. Class Members will have until the
21 Response Deadline set forth in the Class Notice to submit their written objections to the
22 Administrator in accordance with the instructions in the Class Notice. If the Class Notice is re-
23 mailed, the Response Deadline will be extended an additional fourteen (14) calendar days.
24 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
25 objection.

26 12. A Final Approval Hearing shall be held before this Court on _____
27 _____ at _____ in Courtroom 2 of the Siskiyou County Superior Court to
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PRELIMINARY APPROVAL ORDER

1 determine all necessary matters concerning the Settlement, including: whether the proposed
2 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
3 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
4 Order and Judgment should be entered herein; whether the plan of allocation contained in the
5 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
6 finally approve attorneys' fees and costs, the service awards, and the expenses of the
7 Administrator. The motion for final approval and for attorneys' fees, costs and service awards
8 shall be filed with the Court and served on all counsel no later than sixteen (16) court days before
9 the hearing and shall be heard at the Final Approval Hearing.

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

22 14. In the event the Settlement does not become effective in accordance with the terms
23 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
24 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
25 and the Parties shall revert to their respective positions as of before entering into the Agreement,
26 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
27 including all available defenses and affirmative defenses, and arguments that any claim in the
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1 Action could not be certified as a class action and/or managed as a representative action. In such
2 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
3 referred to in litigation for any purpose.

4 15. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and all dates provided for in the Agreement without further notice to Class Members and
6 retains jurisdiction to consider all further applications arising out of or connected with the
7 proposed Settlement.

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

10 **IT IS SO ORDERED.**

11
12 Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SISKIYOU

LAPREAL VINCENT, CHARLENE
KEARNEY, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

WESTERN BUYERS LLC, a Limited
Liability Company; US LBM HOLDINGS,
LLC, a Limited Liability Company; ACS-US
LBM, LLC, a Limited Liability Company;
AMERICAN CONSTRUCTION SOURCE-
US LBM, INC., a Corporation; AMERICAN
CONSTRUCTION SOURCE LLC, a Limited
Liability Company; CALIFORNIA
BUILDING SUPPLY- US LBM, LLC, a
Limited Liability Company; DESERT
LUMBER- US LBM, LLC, a Limited Liability
Company; PARKER's BUILDING SUPPLY -
US LBM, LLC, a Limited Liability Company
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV00757

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

Hearing Date:
Hearing Time:

Judge: Hon.
Courtroom:

Action Filed: January 23, 2023
Trial Date: None Set

FINAL APPROVAL ORDER AND JUDGMENT

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1 The motion of Plaintiffs Lapreal Vincent and Charlene Kearney (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendants Western Buyers, LLC; US LBM Holdings, LLC; ACS – US LBM, LLC; American
4 Construction Source - US LBM, Inc.; American Construction Source, LLC; California Building
5 Supply – US LBM, LLC; Desert Lumber – US LBM, LLC; Parker's Building Supply – US LBM,
6 LLC (“Defendants”), attorneys’ fees and costs, service payments, and the expenses of the
7 Administrator duly came on for hearing on _____ before the Honorable
8 _____.

9 **I.**

10 **FINDINGS**

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

- 13 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 14 2. This Court has jurisdiction over the subject matter of this litigation pending before
15 the California Superior Court for the County of Siskiyou, and over all Parties to this litigation,
16 including the Class.
- 17 3. Based on a review of the papers submitted by Plaintiffs and a review of the
18 applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred
19 Thousand Dollars (\$1,900,000) and the terms set forth in the Agreement are fair, reasonable, and
20 adequate.
- 21 4. The Court further finds that the Settlement was the result of arm’s length
22 negotiations conducted after Class Counsel had adequately investigated the claims and became
23 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
24 Settlement, the significant risks relating to certification, liability, and damages issues, and the
25 assistance of an experienced mediator in the settlement process, among other factors, support the
26 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

27 **Preliminary Approval of the Settlement**

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

4 **Notice to the Class**

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

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

26 **Fairness Of Settlement**

27 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
28

1 48 Cal.App.4th 1794, 1801 (1996).

2 a. The settlement was reached through arm's-length bargaining between the
3 parties during an all-day mediation before David Rotman, a respected and experienced mediator of
4 wage and hour representative and class actions. There has been no collusion between the Parties
5 in reaching the proposed settlement.

6 b. Plaintiffs' investigation and discovery have been sufficient to allow the
7 Court and counsel to act intelligently.

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

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

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

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

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

21 **Attorneys' Fees and Costs**

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

27 **Class Representative Service Payments**

1 12. The Agreement provides for a Class Representative Service Payment of not more
2 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
3 Representative Service Payment in the amount of \$_____ each to the Plaintiffs is reasonable in
4 light of the risks and burdens undertaken by the Plaintiffs in the litigation, for their time and effort
5 in bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
6 release.

7 **Administration Expenses Payment**

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

15 **PAGA Penalties**

16 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
17 Amount of \$95,000, which shall be allocated \$71,250 to the LWDA as the LWDA's 75% share of
18 the settlement of civil penalties paid pursuant to the PAGA and \$23,750 to be distributed to the
19 Aggrieved Employees based on their respective pay periods worked during the PAGA Period,
20 which is October 26, 2021 to _____, 2024. The Aggrieved Employees are all individuals
21 who were employed by Defendants in California and classified as a non-exempt employee at any
22 time during the PAGA Period. The Court finds the PAGA Penalties to be reasonable. All
23 Aggrieved Employees will be sent their share of the PAGA Penalties and will be subject to the
24 release of the Released PAGA Claims as set forth below, whether or not they opt out of the Class.

25 **II.**

26 **ORDERS**

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

28 FINAL APPROVAL ORDER AND JUDGMENT

1 15. The certification of the Class for the purposes of settlement (only) is confirmed.
2 The Class is defined as follows:

3 All individuals who were employed by Defendants in California and classified as a
4 non-exempt employee at any time during the Class Period.

5 The Class Period is January 23, 2019 to [REDACTED].

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

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

13 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
14 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
15 compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

16 19. The payment of the Class Representative Service Payments in the amount of \$
17 _____ each to the Plaintiffs is approved.

18 20. The payment of \$_____ to the Administrator for their fees and expenses
19 is approved.

20 21. The PAGA Penalties of \$95,000 is approved and shall be allocated in accordance
21 with the Agreement.

22 22. The Agreement and this Settlement are not an admission by Defendants, nor is this
23 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
24 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
25 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
26 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
27 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
28

1 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
4 these restrictions, Defendants may file in the Action or in any other proceeding this Final
5 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
6 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims and/or the Released PAGA Claims.

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

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

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

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

26 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
27 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
28

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

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

8 29. As of the Effective Date and upon full funding of the Gross Settlement Amount by
9 Defendants, all Participating Class Members, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators, successors, beneficiaries and
11 assigns, release the Released Parties from the Released Class Claims. "Released Class Claims"
12 are all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably
13 could have been alleged, based on the facts, Labor Code and/or IWC Wage Order sections stated
14 in the Operative Complaint which occurred during the Class Period while employed by one or
15 more Defendant(s) in a non-exempt position in California. Except as expressly set forth in this
16 Agreement, Participating Class Members do not release any other claims not implicated by the
17 Operative Complaint, including claims for vested benefits, wrongful termination, violation of the
18 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
19 compensation, or Class claims based on facts occurring outside the Class Period.

20 30. As of the Effective Date and upon full funding of the Gross Settlement Amount by
21 Defendants, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, beneficiaries and assigns, release the Released Parties from the
24 Released PAGA Claims. The "Released PAGA Claims" are all claims, rights, demands, liabilities
25 and causes of action for PAGA penalties that were alleged, or reasonably could have been alleged,
26 based on the facts, Labor Code and/or IWC Wage Order sections stated in the Operative
27 Complaint and the PAGA Notice, which occurred during the PAGA Period while employed by
28

1 one or more Defendant(s) in a non-exempt position in California Released PAGA Claims include
2 PAGA claims for civil penalties predicated upon failure to provide meal and/or rest periods,
3 failure to pay meal and/or rest period premiums at the regular rate, failure to properly calculate the
4 regular rate, failure to pay minimum wage, failure to pay overtime, failure to provide accurate
5 wages statements, failure to pay all wages owed, failure to pay reporting time pay, failure to
6 reimburse business expenses, failure to timely pay wages when due, failure to provide paid sick
7 leave, and failure to provide proper seating. The Released PAGA Claims do not include other
8 PAGA claims not implicated by the Operative Complaint or PAGA Notice, underlying wage and
9 hour claims, claims for vested benefits, wrongful termination, violation of the Fair Employment
10 and Housing Act, unemployment insurance, disability, social security, discrimination, worker's
11 compensation, and PAGA claims outside of the PAGA Period.

12 31. The Released Parties collectively mean: Defendants and each of their former and
13 present owners, investors, operating companies, affiliates, divisions, corporations in common
14 control, predecessors, successors, assigns, parent companies, subsidiaries and d/b/a's, and each of
15 its and their former and present directors, officers, employees, shareholders, partners, owners,
16 attorneys, insurers, and any other successor, assigns, or legal representatives as of the date of Final
17 Approval Hearing.

18 32. As of the Effective Date, Plaintiffs generally release and discharge Defendants and
19 the Released Parties as set forth fully in the Agreement.

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

21
22 Dated: _____

23 _____
24 HON.
25 JUDGE, SUPERIOR COURT OF CALIFORNIA
26
27
28

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/30/2024
Due On: 09/29/2024

LaPreal M. Vincent
240 Sharps Rd. Spc 67
Yreka, CA 96097

CA2778

Western Buyers LLC; ACS - US LBM, LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	10/02/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA and nationwide. Conference with Plaintiff to discuss status and current workplace issues.	4.30	\$850.00	\$3,655.00
Service	10/04/2022	Review and analyze emails and documents from Plaintiff regarding DFEH and 1102.5 claims. Legal research regarding recent court opinions. Review and research off the clock work tasks and compensable time worked under CA law.	3.70	\$850.00	\$3,145.00
Service	10/08/2022	Review entire employment file for legal claims. Review all pay stubs for 226(a) violations and regular rate claims. Legal research regarding the same. Conference with Plaintiff to go over claims and obtain facts for complaint.	4.50	\$850.00	\$3,825.00
Service	10/14/2022	Review facts and law. Draft Complaint.	4.40	\$850.00	\$3,740.00
Service	10/15/2022	Review draft complaint; review case noted and research from ND; analysis of claims and facts; advise ND	2.50	\$950.00	\$2,375.00
Service	10/22/2022	Draft complaint. Send to Plaintiff for approval to file. Call with Plaintiff to discuss revisions and process of lawsuit.	4.60	\$850.00	\$3,910.00
Service	10/26/2022	Review and research PAGA claims. Draft PAGA	2.00	\$850.00	\$1,700.00

Notice. Upload to LWDA. Status update to Plaintiff.					
Service	10/27/2022	Review claims and facts. Draft internal case notes memo detailing key points and violations.	2.00	\$850.00	\$1,700.00
Service	10/27/2022	Review PAGA Notice; review notes and valuation; analysis of issues and potential violations	1.75	\$950.00	\$1,662.50
Service	01/13/2023	Review complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	01/18/2023	Review cases notes/damage analysis	0.50	\$675.00	\$337.50
Service	01/18/2023	Review & analyze employment file documents	1.00	\$675.00	\$675.00
Service	01/18/2023	Review final draft of complaint; provide input; review documents in file	1.50	\$950.00	\$1,425.00
Service	01/19/2023	Review, edit class action complaint draft; finalize draft for next day filing	2.20	\$675.00	\$1,485.00
Service	01/20/2023	Review local rules re initial complaint filing requirements & local forms; draft civil case cover sheet & summons re class action	0.70	\$675.00	\$472.50
Service	01/20/2023	Review & finalize class action complaint draft; file in Siskiyou Sup. Ct.	0.50	\$675.00	\$337.50
Service	01/24/2023	Review court-returned documents; review docket & court website; memo to firm re judicial/departement assignment and status of initial CMC re class action	0.60	\$675.00	\$405.00
Service	01/24/2023	Review complaint and docs in file	0.80	\$750.00	\$600.00
Service	01/25/2023	Further review docs in file; create exhibit book and update case notes	2.00	\$750.00	\$1,500.00
Service	01/25/2023	Review filed documents and memo from RE; review start of exhibit book	0.60	\$950.00	\$570.00
Service	02/01/2023	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
Service	02/01/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	02/01/2023	Review & finalize paga only complaint package; file in Siskiyou Sup. Ct.	0.60	\$675.00	\$405.00
Service	02/01/2023	Review PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	02/07/2023	Review court-returned documents re paga action; review docket; memo to firm re judicial/departement assignment and status of initial CMC	0.50	\$675.00	\$337.50
Service	02/07/2023	Provide notice of PAGA filing to LWDA; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00

Service	02/07/2023	Further review filed complaint and case notes; update	0.50	\$750.00	\$375.00
Service	02/07/2023	Review filed documents re PAGA action; review memo from RE	0.40	\$950.00	\$380.00
Service	02/24/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	02/27/2023	Review sick pay and suitable seating claims. Legal research regarding recent court opinions and settlements for these claims. Discuss claims with Plaintiff.	3.10	\$850.00	\$2,635.00
Service	03/07/2023	Prepare initial documents for service of process re class action; identify reg. agents for 8 defendants; send out for service of process	1.00	\$675.00	\$675.00
Service	03/07/2023	Prepare initial documents for service of process re paga action; identify reg. agents for 8 defendants; send out for service of process	1.00	\$675.00	\$675.00
Service	03/15/2023	File Proof of Service of Summons re 8 defendants re class action; memo to firm re post service written discovery	0.75	\$675.00	\$506.25
Service	03/15/2023	File Proof of Service of Summons re 8 defendants re paga action; memo to firm re post service written discovery	0.75	\$675.00	\$506.25
Service	03/30/2023	Review file; introductory call with defense counsel; email re same; advise team	0.50	\$750.00	\$375.00
Service	03/31/2023	Review/analyze Defendant's f/u correspondence; advise team	0.40	\$750.00	\$300.00
Service	03/31/2023	Review status and memo from team; review updated research and analysis from ND; analyze facts and claims	0.75	\$950.00	\$712.50
Service	04/05/2023	Review draft stipulations prepared by Defendant; review and respond to correspondence from Defendant re mediation and discovery	0.40	\$750.00	\$300.00
Service	05/02/2023	Review/revise additional discovery requests; advise SP	1.50	\$750.00	\$1,125.00
Service	05/02/2023	Reviewed complaint, case notes and documents. Revised and finalized Discovery including Deposition Notice, FROGS, SROGS, RFA and RFP as to Western Buyers and ACS-USLBM LLC in the PAGA and Class matters. Arranged for service of Discovery of both Defendants.	7.40	\$675.00	\$4,995.00
Service	05/19/2023	Prepare for and attend meet and confer call with defense counsel re mediation and mediation data; discuss with KN; advise team	1.00	\$750.00	\$750.00
Service	05/22/2023	Review/analyze Plaintiff's individual time and payroll data; circulate and update file	1.70	\$750.00	\$1,275.00

Service	05/23/2023	Review analysis of claims from team; review updated file and status of case	0.50	\$950.00	\$475.00
Service	05/24/2023	Review correspondence; f/u with defense counsel re class size and early mediation	0.30	\$750.00	\$225.00
Service	05/25/2023	Review/analyze Defendant's mediation data estimates and plaintiff's personnel file produced by Defendant; circulate and advise team	1.00	\$750.00	\$750.00
Service	06/01/2023	REview / analyze defendant's mediation request. Draft / send memo to team re response deadline. Analyze ways to respond to show strength of plaintiff's claims referencing complaint / case notes / current wage hour law.	3.00	\$895.00	\$2,685.00
Service	06/03/2023	Review status and production; review documents; review analysis from JH and AJ	1.00	\$950.00	\$950.00
Service	06/06/2023	F/u correspondence with defense counsel re proposed mediator and mediation dates; discuss with AJB	0.30	\$750.00	\$225.00
Service	06/07/2023	Correspondence with defendant securing mediation; advise team re stip to stay pending mediation	0.30	\$750.00	\$225.00
Service	06/11/2023	Further review docs and update exhibit book for mediation	1.40	\$750.00	\$1,050.00
Service	06/12/2023	Correspondence with defense counsel re stay of matter pending mediation; advise team re stip. to stay	0.40	\$750.00	\$300.00
Service	06/13/2023	Reviewed correspondence, case notes, PAGA letter, and complaint. Discussed case with Client and updated case notes. Correspondence with team re: next steps.	2.20	\$675.00	\$1,485.00
Service	06/16/2023	Review file and status of discovery; draft/revise stipulation to stay pending mediation; circulate to defendant for review	1.00	\$750.00	\$750.00
Service	06/23/2023	Discus with SP re call with client	0.50	\$750.00	\$375.00
Service	06/23/2023	Discussed case with Client. Updated case notes.	0.90	\$675.00	\$607.50
Service	06/27/2023	Reviewed Plaintiff and Defendant's Documents. Compiled and send documents to Expert for review.	1.20	\$675.00	\$810.00
Service	06/30/2023	Communication with Client. Updated Case Notes. Reviewed documents and discussed with JSH.	1.10	\$675.00	\$742.50
Service	07/06/2023	Review preliminary individual expert analysis	0.40	\$750.00	\$300.00
Service	07/07/2023	Reviewed complaint, case notes, correspondence and mediation confirmation. Met and conferred with Counsel pursuant to CRC 3.724 and 3.727. Drafted and sent confirming correspondence to Defendant. Drafted Joint Case Management Conference statement and sent to Counsel. Revised stipulation and proposed order to stay pending mediation. Sent revised	3.90	\$675.00	\$2,632.50

		stipulation to Counsel. Drafted Mediation data request and served on Defendant.			
Service	07/08/2023	Review status and research and work from Team; review correspondence and draft stipulation; review documents provided to and received from expert	1.00	\$950.00	\$950.00
Service	07/10/2023	Discussion with client re case. Reviewed documents with Client. Updated folder.	1.40	\$675.00	\$945.00
Service	07/10/2023	Review Case status. Prepared CM110 (Case Management Statement) shell for attorney. Email correspondence to attorney for further review and finalization.	0.50	\$250.00	\$125.00
Service	07/11/2023	Reviewed Case notes, meet and confer correspondence, complaint and case orders. Reviewed, revised and finalized CMC statement. Arranged for filing and service of CMC statement.	1.40	\$675.00	\$945.00
Service	07/11/2023	Execute and finalize Proof of Service re Plaintiff's Case Management Statement. Process and submit CMC Statement and Proof of Service for filing via One Legal and serve via e-mail.	0.30	\$250.00	\$75.00
Service	07/12/2023	Review/analyze Defendant's CMC stmt; circulate	0.30	\$750.00	\$225.00
Service	07/12/2023	Review and Analyze: Reviewed and analyzed Defendant's CMC statement.	0.30	\$450.00	\$135.00
Service	07/12/2023	Reviewed Defendant's revisions to stipulation to stay case mending mediation. Revised, accepted and declined revisions. Sent to JSH for comment.	1.90	\$675.00	\$1,282.50
Service	07/13/2023	Review and further revise Defendant's revised stipulation to stay pending mediation; advise SP	0.50	\$750.00	\$375.00
Service	07/13/2023	Intake assignment from Sergio. Get case file access from Wayne M. Review case file. Request case notes in Word or PDF format. Establish that the case notes provided by Sergio do not pertain to this case. Review correct case notes, prep for calls to referrals.	2.00	\$250.00	\$500.00
Service	07/13/2023	Review memo re interested class members. Review status of getting info for case/mediation/litigation. Draft/ send memo to team re facts needed. Review/supervise memo re analysis request for expert - review/analyze response from expert. Outline claims for pre-mediation discussions w/ counsel.	5.00	\$895.00	\$4,475.00
Service	07/13/2023	Review parties CMC statements; provide input to team for CMC	0.50	\$950.00	\$475.00
Service	07/14/2023	Advise SP re Defendant's further revisions to stipulation and request to consolidate	0.40	\$750.00	\$300.00
Service	07/14/2023	Researched, reviewed and revised stipulation to stay to include leave to file FAC and provision re: Belaire West	3.90	\$675.00	\$2,632.50

		and PMK if unsuccessful or cancelled mediation. Drafted and sent correspondence re: Stipulation to Counsel. Researched, revised and finalized Mediation data request. Served mediation data request.			
Service	07/14/2023	Receive and review email correspondence from Defendants' Counsel regarding representation/e-service. Update Service List accordingly.	0.20	\$250.00	\$50.00
Service	07/14/2023	Emails w/ Sergio to obtain correct case notes and to verify that the named Plaintiff in the case was the provider of the referrals.	0.58	\$250.00	\$145.83
Service	07/14/2023	Review case file for info on job duties, Meeks Lumber and Hardware.	1.00	\$250.00	\$250.00
Service	07/17/2023	Draft Case Management Statement: Reviewed and analyzed file; drafted Case Management Conference statement.	1.40	\$450.00	\$630.00
Service	07/17/2023	Call Charlene Kearney, referral by Plaintiff, to discuss case, obtain decl, etc. Discussed class rep status.	0.75	\$250.00	\$187.50
Service	07/17/2023	Dispatch retainer and auth doc, T.G.	0.17	\$250.00	\$41.67
Service	07/17/2023	Start draft of Kearney decl; referral from Plaintiff	4.50	\$250.00	\$1,125.00
Service	07/18/2023	Reviewed and revised stipulation to stay and file FAC. Drafted First Amended Class and Representative Action Complaint. Send to counsel	3.70	\$675.00	\$2,497.50
Service	07/18/2023	Review/revise draft FAC; advise SP	0.50	\$750.00	\$375.00
Service	07/18/2023	Reviewed case docket, summons and correspondence. Drafted and finalized withdrawal of POS as to one defendant in Class and PAGA cases. Arranged for service and filing.	1.90	\$675.00	\$1,282.50
Service	07/18/2023	Draft Case Management Statement: Revised and finalized Case Management Statement.	0.60	\$450.00	\$270.00
Service	07/18/2023	Execute and finalize Proof of Service. Process and submit Plaintiffs' Notice of Withdrawal Without Prejudice of Service of Summon of Party: ACS-US LBM, LLC (Class) to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	07/18/2023	Execute and finalize Proof of Service. Process and submit Plaintiffs' Notice of Withdrawal Without Prejudice of Service of Summon of Party: ACS-US LBM, LLC (Paga) to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	07/18/2023	Review, revise, proof, submit Kearney draft decl for review.	3.50	\$250.00	\$875.00
Service	07/18/2023	Review/analyze stip re consolidation - discovery - analyze defense counsel's claims re plan for PMK,	2.00	\$895.00	\$1,790.00

		Belaire, communicating w/ class members; 5 year; dismissal of PAGA w/ prejudice. Research issues.			
Service	07/19/2023	Review/revise draft class member declaration; advise FG	0.60	\$750.00	\$450.00
Service	07/19/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement (Paga) and Proof of Service to Court for filing via One Legal and serve via email.	0.30	\$250.00	\$75.00
Service	07/19/2023	Draft Case Management Statement: Revised, finalized and signed CMC statement; reviewed and analyzed Defendant's CMC statement.	0.90	\$450.00	\$405.00
Service	07/19/2023	Emails w/AJ and JH regarding absence of seating and temperature claims in submitted Kearney decl. Back and forth, citing previous emails stating that declarant did not have those claims.	1.50	\$250.00	\$375.00
Service	07/20/2023	Revise Kearney decl after double checking to make sure she had no seating or temperature claims, Dispatch via Rico	1.25	\$250.00	\$312.50
Service	07/21/2023	Prepare Notice of Remote Appearance.	0.50	\$250.00	\$125.00
Service	07/21/2023	Review Court Case docket and verify CMC hearing on 07/27/2023 (Class) is still on calendar. Review court appearance requirements. Obtain information for zoom telephonic appearance for (Class) - CMC (7/27/2023). Add to event calendar and email handling attorneys.	0.30	\$250.00	\$75.00
Service	07/21/2023	Execute Proof of Service re Notice of Remote Appearance. Process and submit to court for filing via Knox Attorney Service and serve via email.	0.20	\$250.00	\$50.00
Service	07/21/2023	Reviewed, executed and finalized Notice of Remote Appearance. Arranged for service and filing.	0.50	\$675.00	\$337.50
Service	07/25/2023	Receive and upload Filed Conformed copy of the Notice of Remote Appearance to the file.	0.20	\$250.00	\$50.00
Service	07/25/2023	Intake signed Kearney decl, forward to team. She was one of 3 Vincent referrals.	0.25	\$250.00	\$62.50
Service	07/25/2023	Review signed decl from Kearney. Update outline of facts/claims. Research law supporting facts re warehouse temperature / seating claims.	3.00	\$895.00	\$2,685.00
Service	07/26/2023	Review and research court case docket to confirm 07/27/2023 Class CMC Hearing still on calendar. Check for tentative ruling in preparation for the hearing. Email correspondence to appearing attorney Puche and advise.	0.20	\$250.00	\$50.00
Service	07/27/2023	Execute and finalize Proof of Service. Process and submit Notice of Ruling and Proof of Service to Court for filing via Knox Attorney Service. Serve via email.	0.50	\$250.00	\$125.00

Service	07/27/2023	Prepared and appeared for hearing. Communication with Counsel. Drafted and finalized notice of ruling and arranged for service and filing.	2.20	\$675.00	\$1,485.00
Service	07/27/2023	Receive email correspondence from Defendants' counsel regarding edits to service list. Update service lists for Class and Paga matters accordingly.	0.20	\$250.00	\$50.00
Service	07/27/2023	Discuss with SP re CMC	0.30	\$750.00	\$225.00
Service	07/28/2023	Prepare Notice of Remote Appearance for the Paga Matter. Forward to Attorney Puche for review and execution.	0.50	\$250.00	\$125.00
Service	07/28/2023	Process and submit Notice of Remote Appearance/ Proof of Service (Paga) to Court for filing via Knox Attorney Service and serve via email.	0.50	\$250.00	\$125.00
Service	07/28/2023	Review and research court case docket to confirm 08/03/2023 (Paga) CMC Hearing still on calendar. Review court appearance requirements. Obtain information for zoom telephonic appearance for hearing. Update events calendar and email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
Service	07/28/2023	Review/analyze Defendant's OSC statement re failure to appear; circulate	0.30	\$750.00	\$225.00
Service	08/01/2023	Assess expert analysis re short shifts/reporting time issues; research and discuss with AJB	0.50	\$750.00	\$375.00
Service	08/02/2023	Reviewed calendar and docket and checked tentative rulings page. Discussed with HD.	0.40	\$675.00	\$270.00
Service	08/14/2023	Review/analyze Defendant's mediation data request letter	0.40	\$750.00	\$300.00
Service	08/25/2023	Discuss with SP re Defendant's mediation data request	0.40	\$750.00	\$300.00
Service	08/25/2023	Reviewed correspondence from Counsel. Reviewed Case notes, Documents and complaint. Discussed with JSH. Drafted and sent correspondence to Counsel.	1.20	\$675.00	\$810.00
Service	08/29/2023	Reviewed and annotated Mediation Data Correspondent in response to Plaintiff's requests and requesting data from Plaintiff to prepare for meet and confer. Met and conferred with Defendant. Sent follow up email to Counsel.	1.70	\$675.00	\$1,147.50
Service	08/29/2023	Discus w SP re mediation data meet and confer w defense counsel	0.40	\$750.00	\$300.00
Service	08/30/2023	Correspondence with Counsel re: Stipulation to stay matter pending mediation.	0.30	\$675.00	\$202.50
Service	08/30/2023	Research Superior Court Case docket to inquire about the status of the executed/filed Order for Stay Pending Mediation. Nothing reflecting on the case docket. Email	0.30	\$250.00	\$75.00

attorney Puche and advise					
Service	09/05/2023	Review and analyze intake notes of Plaintiff Kearney. Review entire employment file for legal claims. Analyze all pay statements four meal break and overtime violations. Legal research regarding the same. Conference with Plaintiff Kearney to discuss claims. Status update to Plaintiff Vincent.	3.40	\$850.00	\$2,890.00
Service	10/02/2023	Review file and correspondence from defense counsel re mediation; discuss with SP and AJB	0.50	\$750.00	\$375.00
Service	10/02/2023	Review/analyze Defendant's request for data from plaintiffs for mediation. Review/analyze corr from expert re short shifts. Draft/send memo to team on informational needs / and doc saving protocol.	3.00	\$895.00	\$2,685.00
Service	10/03/2023	Discuss with AJB re reporting time claims; research reporting time issues and advise TM and SP; additional correspondence with opposing counsel re mediation data	1.00	\$750.00	\$750.00
Service	10/03/2023	Review/analyze further email from defense attorney asking for info / threatening cancellation. Draft/send response - prep for call w/ defense attorney re same.	3.00	\$895.00	\$2,685.00
Service	10/03/2023	Appear for call w/ defense attorney - draft/send follow up - review/analyze response - draft / send memo to team w/ instruction on getting data from defendant.	2.00	\$895.00	\$1,790.00
Service	10/04/2023	Discussion with Client. Discuss with AJB and JSH. Compile documents and facts and draft response to Defendant mediation data request. Finalize and serve	4.80	\$675.00	\$3,240.00
Service	10/04/2023	Review/analyze case notes from team re pre-shift work. Look up law on the subject. Draft mediation brief re topic.	3.00	\$895.00	\$2,685.00
Service	10/05/2023	Review and Analyze: Reviewed Court's Order staying action pending mediation and consolidation with pending PAGA action.	0.20	\$450.00	\$90.00
Service	10/05/2023	Review/revise amended mediation data submission to Defendant; advise SP	0.60	\$750.00	\$450.00
Service	10/05/2023	Discuss with JSH. Revise MDR and provide Amended Response. Correspondence with Expert.	1.20	\$675.00	\$810.00
Service	10/10/2023	Review/analyze data re plaintiff's average shift length - review/analyze reporting time law - draft/send questions to expert - analyze responses - draft mediation brief re same topic.	3.00	\$895.00	\$2,685.00
Service	10/11/2023	Review file and expert analysis for mediation; discuss with SP and advise	0.50	\$750.00	\$375.00
Service	10/16/2023	Review vacation pay and 204 late payment of wages claims. Legal research regarding labor code and court	2.80	\$850.00	\$2,380.00

		opinions. Status update to Plaintiffs.			
Service	10/20/2023	Reviewed documents created exhibit book, created mediation info sheet. Corresponded with Counsel re: MDR.	2.10	\$675.00	\$1,417.50
Service	10/27/2023	Review/analyze Defendant's updated mediation data and mediation document production; update exhibit book	1.50	\$750.00	\$1,125.00
Service	10/28/2023	Review research and analysis from ND, AJ and Team; review status of production and documents and data produced to date; review updated exhibits book; analysis of facts and claims	2.00	\$950.00	\$1,900.00
Service	11/02/2023	Review entire case file and court docket. Review all data produced by Defendant for mediation. Analyze facts and law. Calls with Plaintiff to discuss case status, process of mediation and settlement authority. Prepare for mediation	5.40	\$850.00	\$4,590.00
Service	11/04/2023	Review/analyze lengthy corr from defense attorney criticizing plaintiff's evidence supporting claims. Draft / send instructions to team for preparing response.	2.00	\$895.00	\$1,790.00
Service	11/06/2023	Review/analyze updated mediation data and suppl. production; circulate and advise team	2.00	\$750.00	\$1,500.00
Service	11/06/2023	Review/analyze exhibit book and claims; research issues; discuss with SP and advise AJ in preparation for mediation and response to Defense counsel	3.00	\$750.00	\$2,250.00
Service	11/06/2023	Communication with Client. Discussion with JSH Re: Facts and methodologies for Mediation.	1.10	\$675.00	\$742.50
Service	11/06/2023	Review/analyze memo from team re claims. Draft/send responsive comments / follow up questions. Review/analyze responses from team member. Draft mediation brief.	8.00	\$895.00	\$7,160.00
Service	11/06/2023	Review status and correspondence regarding claims; review analysis from Team and AJ regarding claims; analysis of issues	1.00	\$950.00	\$950.00
Service	11/08/2023	Analyze claims. Draft/send instructions to team member re drafting of responsive pre-mediation letter to defendant re claims. Review/analyze edit draft of proposed response.	3.00	\$895.00	\$2,685.00
Service	11/09/2023	Discuss mediation exchange with AJB; further research and draft response to Defense counsel re support for claims	2.00	\$750.00	\$1,500.00
Service	11/09/2023	Provide further feedback / edits to pre-mediation response to defendant attorney re claims. Review edited letter. Provide approval.	3.00	\$895.00	\$2,685.00
Service	11/10/2023	Review pay stubs exemplars and time punch data	3.80	\$850.00	\$3,230.00

		provided by Defendant for claims. Legal research meal and rest break class certification issues. Call with Plaintiff Vincent to obtain facts for mediation brief.			
Service	11/15/2023	Review and analyze previous settlements with similar workweeks and claims for mediation valuation. Analyze previous approval orders and settlement agreements. Review Defendant's written wage and hour policy documents. Prepare for mediation.	3.10	\$850.00	\$2,635.00
Service	11/16/2023	Draft mediation brief. Discuss claims with AJ Bhowmik.	4.90	\$850.00	\$4,165.00
Service	11/19/2023	Review and revise mediation brief. Review multiple exhibits for inclusion to brief. Analyze 2802 claims and facts.	3.40	\$850.00	\$2,890.00
Service	11/22/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	11/22/2023	Review research and analysis from ND; review status and correspondence with Def; review work on mediation materials and briefing	1.00	\$950.00	\$950.00
Service	11/23/2023	Review secretary of state information and 1505 certificates for all defendants named and potential new defendants. Legal research regarding law for joint employer relationship. Analyze relationship between all defendants-review various emails and policy documents from information. Call Plaintiff Vincent to discuss defendants and pay codes on paystubs.	3.30	\$850.00	\$2,805.00
Service	11/24/2023	Draft mediation brief.	5.00	\$895.00	\$4,475.00
Service	11/27/2023	Discuss issues with AJB for mediation brief; f/u with expert re same	1.00	\$750.00	\$750.00
Service	11/28/2023	Further review docs and further advise AJB re claims	0.50	\$750.00	\$375.00
Service	11/28/2023	Review and analyze all mediation materials including briefs and exhibits attached thereto. Review expert damage and penalty report. Analyze notes and assumptions from expert. Draft MOU for mediation. Prepare for mediation.	3.40	\$850.00	\$2,890.00
Service	11/29/2023	Calculate individual damages for mediation, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	11/29/2023	Review mediation analysis and memo regarding case and Valuation	0.50	\$950.00	\$475.00
Service	11/29/2023	Review draft mediation brief and materials; provide input	1.00	\$950.00	\$950.00
Service	11/30/2023	Draft/final/file mediation brief.	8.00	\$895.00	\$7,160.00
Service	11/30/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00

Service	12/01/2023	Review/analyze expert analysis for mediation; discuss with AJB	0.70	\$750.00	\$525.00
Service	12/01/2023	Reviewed and analyzed documents and correspondence re: mediation. Discussed with Expert, AJB and team.	1.80	\$675.00	\$1,215.00
Service	12/01/2023	Reviewed and analyzed documents, case notes, complaint and spoke with Client re: Case Intake. Updated AJB. Reviewed and approved 1198.5 request.	2.80	\$675.00	\$1,890.00
Service	12/01/2023	Review summary of damages received by expert. Prep for mediation, including review brief, prep for joint session opening st, and perform Kullar analysis. Analyze settlement value based on comparable settlements in file.	5.00	\$895.00	\$4,475.00
Service	12/01/2023	Review expert valuation and final mediation brief; review documents; research issues; provide input to AJ regarding mediation and strategy	1.00	\$950.00	\$950.00
Service	12/04/2023	Review mediation brief and updated case notes from second rep; advise AJB re mediation	1.00	\$750.00	\$750.00
Service	12/05/2023	Review docs; research and assist with mediation issues; discuss outcome of 1st mediation session with AJB	1.00	\$750.00	\$750.00
Service	12/05/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	12/05/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	12/05/2023	Review status of mediation and memo from AJ regarding mediation	0.30	\$950.00	\$285.00
Service	12/06/2023	Correspondence with AJB and TG re: 1198.5 request.	0.40	\$675.00	\$270.00
Service	12/12/2023	Review mediation notes. Discuss with partners. Status update to Plaintiffs as to next steps.	1.10	\$850.00	\$935.00
Service	12/12/2023	Discuss mediation issues and next steps.	0.50	\$950.00	\$475.00
Service	12/18/2023	Correspondence with mediator re second mediation; advise team and coordinate with calendar	0.30	\$750.00	\$225.00
Service	01/09/2024	Review/revise docs for rep Kearney; discuss with AJB and advise team re amended complaint	1.50	\$750.00	\$1,125.00
Service	01/10/2024	Reviewed correspondence, stipulation to file consolidated first amended complaint and first amended complaint, order and case notes. Drafted second amended complaint. Drafted stipulation to file second amended complaint. Sent to JSH for review.	2.30	\$675.00	\$1,552.50
Service	01/11/2024	Review/revise draft stip to file SAC	0.40	\$750.00	\$300.00
Service	01/12/2024	Review/analyze file; draft joint report; circulate to defense counsel for review	0.70	\$750.00	\$525.00

Service	01/12/2024	Review court orders regarding case and upcoming CMC Hearing. Prepare shell for Joint Status Report Re Mediation forward to Attorney Herman to complete and finalize.	0.40	\$250.00	\$100.00
Service	01/12/2024	Execute and finalize Proof of Service. Process and submit the Joint Status Report Re Mediation to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	01/17/2024	Reviewed Defendant's CMC statement and response to the Court's OSC re failure to appear, as Declaration of Michele Gehrke.	0.50	\$450.00	\$225.00
Service	01/24/2024	Correspondence with defense counsel re amendment for second rep; discuss with SP	0.30	\$750.00	\$225.00
Service	01/30/2024	Review/analyze time/pay data produced for Plaintiff Kearney	0.70	\$750.00	\$525.00
Service	02/01/2024	Review/analyze expert mediation analysis for Plaintiff Kearney	0.50	\$750.00	\$375.00
Service	02/01/2024	Execute and finalize Proof of Service. Process and submit the First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/01/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/02/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/05/2024	review docs, analyze re settlement issues.	3.00	\$995.00	\$2,985.00
Service	02/05/2024	Review documents and analysis of issues for second mediation; provide input to AJ ; review memo from NDD and assess issues	1.00	\$950.00	\$950.00
Service	02/06/2024	Advise AJB re documents for second mediation Discuss second mediation with AJB; review mediators proposal; advise team	1.00	\$750.00	\$750.00
Service	02/06/2024	Attend mediation	5.20	\$450.00	\$2,340.00
Service	02/09/2024	Review/analyze formal written mediator' proposal; discuss with AJB	0.50	\$750.00	\$375.00
Service	02/09/2024	Review/analyze written mediator's proposal. Consider how to respond referencing Med brief/charts.	3.00	\$895.00	\$2,685.00
Service	02/09/2024	Review proposal and AJ's analysis of mediation issues and settlement proposal; analyze the same and provide input; review next steps and anticipated process	1.00	\$950.00	\$950.00
Service	02/13/2024	Review ROA re upcoming CMC Hearing. Review status	0.50	\$250.00	\$125.00

		of case. Prepare CMC Statement shell. Forward to Attorney Herman.			
Service	02/14/2024	Revie file; draft/revise CMC stmt; advise team	0.60	\$750.00	\$450.00
Service	02/14/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement (Paga) to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/14/2024	Obtain and download Filed First Amended Class and Representative Action Complaint. Save to electronic file and upload to the LWDA website.	0.50	\$250.00	\$125.00
Service	02/14/2024	Draft Request For Dismissal of Paga Action without Prejudice. Forward to Attorney Moran for review and finalization.	0.50	\$250.00	\$125.00
Service	02/14/2024	Reviewed, finalized and signed Request for Dismissal; Advised HD re service and filing.	0.40	\$450.00	\$180.00
Service	02/14/2024	Execute and finalize Proof of Service. Process and submit Request For Dismissal (Paga) to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/14/2024	Reviewed and analyzed Defendant's CMC statement.	0.40	\$450.00	\$180.00
Service	02/16/2024	Correspondence with mediator re acceptance of proposal; advise team	0.40	\$750.00	\$300.00
Service	02/19/2024	Reviewed file, pertinent documents and Court docket in order to draft CMC Statement.	0.50	\$450.00	\$225.00
Service	02/21/2024	Drafted Plaintiff's CMC statement; advised HD re service and filing.	0.80	\$450.00	\$360.00
Service	02/21/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/21/2024	Corresp. from defense counsel re status of MOU	0.30	\$750.00	\$225.00
Service	02/21/2024	Review/revise CMC stmt	0.40	\$750.00	\$300.00
Service	02/22/2024	Additional corresp. with defense counsel re finalizing MOU	0.30	\$750.00	\$225.00
Service	02/22/2024	Analyze status of finalizing settlement. Draft/send corr to defendant re MOU/finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	02/27/2024	Review Defendant's proposed revisions to MOU discuss with AJB	0.50	\$750.00	\$375.00
Service	02/27/2024	Review MOU and Def revisions thereto	0.50	\$950.00	\$475.00
Service	02/28/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
Service	02/28/2024	Review AJB further revisions to MOU, and Defendants comments thereon	0.60	\$750.00	\$450.00

Service	02/29/2024	Planned and prepared for upcoming CMC; Attended CMC; advised firm re status following hearing.	1.40	\$450.00	\$630.00
Service	02/29/2024	Review AJB response to defense counsel re issue re escalator clause in MOU; discuss with AJB	0.40	\$750.00	\$300.00
Service	03/01/2024	Additional corresp. from defense counsel re MOU	0.40	\$750.00	\$300.00
Service	03/01/2024	Review draft MOU and emails; review status; respond to email	0.50	\$950.00	\$475.00
Service	03/01/2024	Review revised MOU and discussions about MOU; analysis of issues for settlement; advise AJ	0.75	\$950.00	\$712.50
Service	03/06/2024	Review and analyze emails from mediator and defense counsel. Review and revise MOU terms. Send to Plaintiffs for signatures. Conference calls with Plaintiffs to discuss settlement amounts and expected payout.	1.40	\$850.00	\$1,190.00
Service	03/07/2024	Review file; prepare for and attend CMC; advise team	1.00	\$750.00	\$750.00
Service	03/12/2024	Review additional revisions to MOU; discuss with AJB	0.40	\$750.00	\$300.00
Service	03/12/2024	Review/status of signing MOU; draft / send follow up/ discuss w/ partners.	2.00	\$895.00	\$1,790.00
Service	03/13/2024	Final MOU. Outline Long Form. Analyze, advise KN.	2.75	\$995.00	\$2,736.25
Service	03/13/2024	Review/analyze defendant's changes. Discuss internally. Review LA model form. Review mediation notes. Review/revise MOU and draft/send response.	3.00	\$895.00	\$2,685.00
Service	03/20/2024	Review additional revisions to MOU; discuss with SP	0.40	\$750.00	\$300.00
Service	03/26/2024	Review MOU, analyze, advise JH.	2.50	\$995.00	\$2,487.50
Service	03/27/2024	Discussion with JSH. Reviewed correspondence, case notes, MOU and settlement agreement. Drafted Second Amended Complaint. Drafted Stipulation for filing first amended Complaint. Sent to Counsel.	3.80	\$675.00	\$2,565.00
Service	03/27/2024	Review final MOU; discuss with NBB and AJB; advise SP re amended complaint; research procedural posture; draft longform agreement; circulate to defense counsel for review	3.00	\$750.00	\$2,250.00
Service	03/27/2024	Reviewed Defendant's revisions to stipulation to file SAC.	0.30	\$450.00	\$135.00
Service	03/27/2024	Execute and finalize Proof of Service. Process and submit Stipulation and [Proposed] Order for Plaintiff to File Second Amended Complaint Adding Plaintiff Charlene Keraney to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	03/27/2024	Review long form draft, analyze, advise JH.	2.75	\$995.00	\$2,736.25
Service	03/27/2024	Review final MOU; analysis of settlement issues; memo	1.00	\$950.00	\$950.00

		to JH regarding long form agreement and issues to address			
Service	03/28/2024	Review initial draft of long form agreement by JH	0.80	\$950.00	\$760.00
Service	04/08/2024	Review file and docket; f/u with defense counsel re revisions to agreement	0.30	\$750.00	\$225.00
Service	04/16/2024	Review/analyze defendant's changes to long form agreement.	2.00	\$895.00	\$1,790.00
Service	04/16/2024	Review/analyze Defendant's proposed revisions to longform; discuss with KN and further revise; circulate for Defendant's review	1.30	\$750.00	\$975.00
Service	04/16/2024	Review Defendant's revisions to the draft Agreement; analysis of issues; advise JH	1.50	\$950.00	\$1,425.00
Service	04/17/2024	Review final agreements; emails with JH; draft exhibits to settlement; research issues; email Defendant	4.50	\$950.00	\$4,275.00
Service	04/17/2024	Organize charts for Kullar analysis. Perform Kullar analysis. Draft/send memo to partner re same.	3.00	\$895.00	\$2,685.00
Service	04/17/2024	prepare approval outline; review documents and analyze kullar issues; draft motion for preliminary approval; legal research; email Defendant; memo to staff	4.50	\$950.00	\$4,275.00
Service	04/17/2024	Review Defendant's revisions to longform exhibits; discuss with KN	0.30	\$750.00	\$225.00
Service	04/17/2024	Reviewed and revised SAC.	0.30	\$675.00	\$202.50
Service	04/17/2024	Telephone call to civil clerk to inquire the status of the Stipulation and Signed Order. Report to team and advise.	0.20	\$250.00	\$50.00
Service	04/17/2024	Review settlement agreement terms for conformity with MOU terms. Send to two Plaintiffs for signatures. Calls to discuss terms and process of settlement approval.	1.30	\$850.00	\$1,105.00
Service	04/18/2024	Review MPA; discuss with KN	0.60	\$750.00	\$450.00
Service	04/18/2024	Review Defendant's proposed revisions to MPA	0.40	\$750.00	\$300.00
Service	04/19/2024	Review file; draft declaration of LaPreal Vincent in support of motion for preliminary approval/service award request; email to Vincent re draft declaration	2.50	\$675.00	\$1,687.50
Service	04/20/2024	Review file; draft declaration of Charlene Kearney in support of motion for preliminary approval/service award request; email to Kearney re draft declaration	1.50	\$675.00	\$1,012.50
Service	04/20/2024	Review and revise Plaintiff declarations for service awards. Status update to Plaintiffs.	1.40	\$850.00	\$1,190.00
Service	04/20/2024	Review status; analysis of settlement issues; review	1.25	\$950.00	\$1,187.50

		draft motion and updated approval outline; analysis of issues remaining and next steps			
Service	04/22/2024	Draft declaration ISO motion; update proposed order	2.75	\$950.00	\$2,612.50
Service	04/22/2024	Review and revise draft motion per Defendant comments; analysis of issues regarding settlement; prepare final motion; file and serve motion	2.00	\$950.00	\$1,900.00
Service	04/23/2024	Review Defendant's CMC stmt	0.30	\$750.00	\$225.00
Service	04/24/2024	Executed and finalize Proof of Service. Process and submit Second Amended Class and Representative Action Complaint to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	04/30/2024	Review previous court orders and current ROA. Prepare shell Plaintiff's CMC Statement.	0.50	\$250.00	\$125.00
Service	05/01/2024	Execute and finalize Proof of Service. Process and submit Plaintiffs' CMC Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	05/14/2024	review documents and procedures; memo to staff	0.50	\$950.00	\$475.00
Service	05/14/2024	Reviewed Defendant's notice of remote appearance and order re remote appearance.	0.30	\$450.00	\$135.00
Service	05/16/2024	Court appearance - motion for preliminary approval; prepare for hearing; review documents; memo to file	3.50	\$950.00	\$3,325.00
Service	05/20/2024	Reviewed third party admin's administration timeline.	0.20	\$450.00	\$90.00
Service	05/20/2024	Review proposed admin timeline; discuss with KN	0.20	\$750.00	\$150.00
Service	05/27/2024	Review status; check docket; memo to staff	0.50	\$950.00	\$475.00
Service	05/28/2024	Memo to Admin; review revised timeline; double-check schedule; respond to admin	0.50	\$950.00	\$475.00
Service	06/13/2024	Reviewed third party admin's preliminary calculations.	0.20	\$450.00	\$90.00
Service	06/13/2024	Review Admin calculations; doublecheck figures; respond	0.50	\$950.00	\$475.00
Service	06/18/2024	Reviewed third party admin's class notice mailing documents.	0.20	\$450.00	\$90.00
Service	07/22/2024	Review and respond to class member inquiries. Analyze case file and court docket.	0.90	\$850.00	\$765.00
Service	07/25/2024	Review status; review Admin report; check schedule for timing of next steps	0.30	\$950.00	\$285.00
Service	07/26/2024	Reviewed TPA status report re mailed notices.	0.20	\$450.00	\$90.00
Service	08/02/2024	Email from TPA re mailed notices; reviewed Status report from TPA.	0.30	\$450.00	\$135.00

Service	08/12/2024	Review Order granting MPA; further analyze settlement agreement; review attorney billing and costs for loadstar and costs analyses; drafting motion for final approval and fees; circulate to KN and discuss	3.00	\$750.00	\$2,250.00
Service	08/21/2024	Review status and settlement issues; handle class member correspondence; analysis for approval motion; memo to Admin regarding draft decl; update approval outline.	2.00	\$950.00	\$1,900.00
Service	08/22/2024	Work on approval issues; review status of administration; update approval outline; review and revise motion for final approval; email to Defendant regarding draft of motion; memo to staff	3.75	\$950.00	\$3,562.50
Service	08/22/2024	REview/analyze draft of final approval motion for accuracy.	2.00	\$895.00	\$1,790.00
Service	08/23/2024	Review KN revisions to MFA/Fee brief; discuss with KN; cross-reference attorney billing/costs; draft declaration in support of MFA/Fee; circulate to KN for review; advise team re Tables	2.50	\$750.00	\$1,875.00
Service	08/25/2024	Reviewed TPA's final status report re mailed notices.	0.20	\$450.00	\$90.00
Service	08/27/2024	Review status and emails; review final calculations and double-check all figures; review and revise draft Admin declaration; respond to ILYM	1.00	\$950.00	\$950.00
Service	08/27/2024	Review final calculation and draft declaration from settlement admin; circulate and save to file	0.30	\$750.00	\$225.00
Service	08/27/2024	Review/analyze draft Declaration along with estimated final calculations	2.00	\$895.00	\$1,790.00
Service	08/27/2024	Review revisions to admin's decl requested by partner. Review/analyze revised decl for accuracy.	1.00	\$895.00	\$895.00
Service	08/30/2024	Review and revise motion for final approval; update motion with final figures; prepare final motion; file and serve motion; serve LWDA	3.50	\$950.00	\$3,325.00
Service	08/30/2024	Review and revise draft declaration; prepare and finalize exhibits; final declaration.	1.50	\$950.00	\$1,425.00
Service	08/30/2024	Review billing statement for accuracy; update statement; memo to staff re corrections; review final billing statement	1.00	\$950.00	\$950.00
Service	10/04/2024	Review status; review emails and memo from AJ; analysis of issues and review next steps for team and case	0.80	\$950.00	\$760.00
Services Subtotal				\$328,136.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	10/26/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/31/2023	Knox	1.00	\$1,768.25	\$1,768.25
Expense	02/06/2023	Onelegal/court fees	1.00	\$195.61	\$195.61
Expense	03/20/2023	Onelegal/Filing Fee	1.00	\$175.02	\$175.02
Expense	03/20/2023	Onelegal/Filing Fee	1.00	\$175.02	\$175.02
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$109.75	\$109.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$180.75	\$180.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$49.75	\$49.75
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$185.15	\$185.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$111.95	\$111.95
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	03/31/2023	KNOX Messenger and Filing Service.	1.00	\$54.15	\$54.15
Expense	06/22/2023	Berger Consulting Fees	1.00	\$975.00	\$975.00
Expense	07/07/2023	Mediation Fees - D. Rotman	1.00	\$13,250.00	\$13,250.00
Expense	07/12/2023	Filing via One Legal	1.00	\$252.23	\$252.23
Expense	07/20/2023	Court filing via OneLegal	1.00	\$314.00	\$314.00
Expense	07/20/2023	One Legal Invoice No. 05161711 (Paga)	1.00	\$314.00	\$314.00
Expense	07/21/2023	Court filing via OneLegal	1.00	\$314.00	\$314.00
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$162.75	\$162.75
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$162.75	\$162.75

Expense	08/31/2023	KNOX filing and messenger service	1.00	\$162.75	\$162.75
Expense	12/03/2023	LexisNexis	1.00	\$147.00	\$147.00
Expense	12/06/2023	Berger Consulting	1.00	\$6,760.00	\$6,760.00
Expense	01/02/2024	LexisNexis	1.00	\$216.00	\$216.00
Expense	01/12/2024	One Legal Invoice No. 05645534	1.00	\$314.00	\$314.00
Expense	01/15/2024	Mediation Fees - David Rotman	1.00	\$6,625.00	\$6,625.00
Expense	02/01/2024	One Legal Invoice No. 05704306	1.00	\$370.62	\$370.62
Expense	02/15/2024	Berger Consulting.	1.00	\$440.00	\$440.00
Expense	04/23/2024	Filing fee - motion	1.00	\$80.20	\$80.20
Expense	04/24/2024	One legal filing charges - motion	1.00	\$154.43	\$154.43
Expense	06/03/2024	KNOX Messenger and Filing Service	1.00	\$164.75	\$164.75
Expense	08/30/2024	Filing fee - motion.	1.00	\$60.00	\$60.00
				Expenses Subtotal	\$34,839.38

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	91.0	\$895.00	\$81,445.00
Norm Blumenthal	11.0	\$995.00	\$10,945.00
Scott Blumenthal	29.2	\$450.00	\$13,140.00
Nicholas De Blouw	70.1	\$850.00	\$59,585.00
Ricardo Ehmann	18.75	\$675.00	\$12,656.25
Jeffrey Herman	58.1	\$750.00	\$43,575.00
Trevor Moran	9.8	\$450.00	\$4,410.00
Kyle Nordrehaug	59.2	\$950.00	\$56,240.00
Sergio Puche	57.8	\$675.00	\$39,015.00
Heather Drosi	13.0	\$250.00	\$3,250.00
Frederick Goldman	15.5	\$250.00	\$3,875.00
		Subtotal	\$362,975.63
		Total	\$362,975.63

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/29/2024	\$362,975.63	\$0.00	\$362,975.63
Outstanding Balance				\$362,975.63
Total Amount Outstanding				\$362,975.63

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

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Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SISKIYOU

LAPREAL VINCENT, CHARLENE
KEARNEY, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WESTERN BUYERS LLC, a Limited
Liability Company; US LBM HOLDINGS,
LLC, a Limited Liability Company; ACS-US
LBM, LLC, a Limited Liability Company;
AMERICAN CONSTRUCTION SOURCE-
US LBM, INC., a Corporation; AMERICAN
CONSTRUCTION SOURCE LLC, a Limited
Liability Company; CALIFORNIA
BUILDING SUPPLY- US LBM, LLC, a
Limited Liability Company; DESERT
LUMBER- US LBM, LLC, a Limited Liability
Company; PARKER's BUILDING SUPPLY -
US LBM, LLC, a Limited Liability Company
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23CV00757**

**DECLARATION OF LAPREAL
VINCENT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 16, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Karen Dixon

Courtroom: 2

Action Filed: January 23, 2023

Trial Date: Not set

DECLARATION OF LAPREAL VINCENT

1 I, Lapreal Vincent, declare as follows:

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

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

8 3. I worked for the defendants ("Western Buyers") in California from May of 2022 to
9 September of 2022 and during that time period I was classified by Western Buyers as a non-
10 exempt employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example, I
21 was required to clock out and continue to work numerous times throughout my employment
22 during what should have been my off-duty meal period. I was not paid any minimum or overtime
23 wages for this work. Also, I often did not receive compliant meal and rest breaks which were often
24 late, interrupted or missed entirely. I also did not receive the meal and rest break premium
25 payments I should have received when these violations occurred. I also had to use my personal
26 cell phone for work-related purposes, such as calls and texts regarding scheduling issues, but was
27
28

DECLARATION OF LAPREAL VINCENT

1 not reimbursed for the expenses I incurred.

2 6. I spoke to my attorneys several times and discussed how Western Buyers implemented
3 its company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the complaint
5 before it was filed and was given access to an electronic file sharing program that alerted me via
6 email when important documents were filed so that I could review them and keep up with the
7 developments in the case which I understood was one of my duties as a class representative. I
8 could also access court filings from this case on my attorney's law firm website.

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

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

24 9. I understood that being a part of this lawsuit involved risks. For example, my
25 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
26 pay for all or part of the attorney fees and costs paid by Western Buyers to defend this lawsuit.
27 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
28

DECLARATION OF LAPREAL VINCENT

1 hold it against me or downgrade me as a potential hire. As one of two named Plaintiffs in this
2 case it would not be difficult for a future employer to become aware that I sued a former employer
3 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
4 rights and the rights of others regardless of the risks, time and effort I spent on this case.

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

8 11. A mediation took place on December 5, 2023 with David Rotman, a well-respected
9 and experienced mediator of wage and hour class actions. The mediation did not result in a
10 settlement. A second mediation with Mediator Rotman was held on February 6, 2024. After the
11 second mediation the parties were able to reach an agreement to settle the action based on a
12 mediator's proposal. I communicated with my attorneys regarding the terms of the settlement
13 which was reached between the parties and understood that I was representing absent class
14 members and therefore wanted the best possible result to be obtained for the class members and I
15 believe a very positive result was in fact achieved via settlement.

16 12. I have been actively involved with this lawsuit performing the duties described above.
17 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
18 filings, assisted in the responses to written discovery from Western Buyers and spent a significant
19 amount of time on the issues presented during the lawsuit and in the settlement process. I estimate
20 that I spent approximately 30-40 hours working on this case up until this point. I believe I have
21 been diligent and have done what is expected of a named plaintiff and a proposed class
22 representative to date, and will continue to do so. I have and always will maintain the best interest
23 of the class members.

24 13. My attorneys explained to me that the settlement process involves a two-step
25
26
27
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DECLARATION OF LAPREAL VINCENT

1 review by the Court to determine whether the settlement is fair before approving the settlement. I
2 know this process also involves notifying all class members of the settlement terms and of their
3 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
4 settlement.

5
6 14. I believe I did the right thing by filing this case on behalf of the class members who,
7 subject to court approval, are in line to receive monetary payments as a result of this case and
8 settlement. This is money they may never have ever gotten if I did not pursue this action on their
9 behalf. I feel significant personal satisfaction to know that I played a role in the class members
10 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
11 requested Class Representative Service Payment of \$15,000 from the settlement is fair
12 compensation for the work I performed and the risks I undertook.

13
14 15. As part of the settlement it was necessary for me to sign a general release of all claims I
15 may have against Western Buyers. I believe the Class Representative Service Payment I have
16 requested provides me with some compensation for this agreed release.

17 16. In light of all the time and effort I have spent on this case, the risk I undertook by
18 suing a former employer, the exposure to being responsible for paying Western Buyers's costs in
19 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
20 against me, the general release and in light of the size of the settlement, I believe the request for
21 \$15,000 as a Class Representative service payment is fair and reasonable.

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

24 Executed on Apr 21, 2024, at Yreka, CA.
25 (city, state)

26 

LaPreal Vincent (Apr 21, 2024 08:10 PDT)

27 Lapreal Vincent

28 DECLARATION OF LAPREAL VINCENT

EXHIBIT #6

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

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

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

14 **COUNTY OF SISKIYOU**

15 LAPREAL VINCENT, CHARLENE
16 KEARNEY, individuals, on behalf of
17 themselves and on behalf of all persons
18 similarly situated,

19 Plaintiffs,

20 vs.

21 WESTERN BUYERS LLC, a Limited
22 Liability Company; US LBM HOLDINGS,
23 LLC, a Limited Liability Company; ACS-US
24 LBM, LLC, a Limited Liability Company;
25 AMERICAN CONSTRUCTION SOURCE-
26 US LBM, INC., a Corporation; AMERICAN
27 CONSTRUCTION SOURCE LLC, a Limited
28 Liability Company; CALIFORNIA
BUILDING SUPPLY- US LBM, LLC, a
Limited Liability Company; DESERT
LUMBER- US LBM, LLC, a Limited Liability
Company; PARKER's BUILDING SUPPLY -
US LBM, LLC, a Limited Liability Company
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23CV00757**

**DECLARATION OF CHARLENE
KEARNEY OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: May 16, 2024

Hearing Time: 9:30 a.m.

Judge: Hon. Karen Dixon

Courtroom: 2

Action Filed: January 23, 2023

Trial Date: Not set

DECLARATION OF CHARLENE KEARNEY

1 I, Charlene Kearney, declare as follows:

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

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

8 3. I worked for the defendants ("Western Buyers") in California from October of 2021 to
9 November of 2022 and during that time period I was classified by Western Buyers as a non-
10 exempt employee.

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

19 5. I decided to join this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example, I
21 was required to clock out and continue to work numerous times throughout my employment
22 during what should have been my off-duty meal period. I was not paid any minimum or overtime
23 wages for this work. Also, I often did not receive compliant meal and rest breaks which were often
24 late, interrupted or missed entirely. I also did not receive the meal and rest break premium
25 payments I should have received when these violations occurred. I also had to use my personal
26 cell phone for work-related purposes, such as calls and texts regarding scheduling issues, but was
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28

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1 not reimbursed for the expenses I incurred.

2 6. I spoke to my attorneys several times and discussed how Western Buyers implemented
3 its company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the amended
5 complaint before it was filed and was given access to an electronic file sharing program that
6 alerted me via email when important documents were filed so that I could review them and keep
7 up with the developments in the case which I understood was one of my duties as a class
8 representative. I could also access court filings from this case on my attorney's law firm website.

9
10 7. Even though this action is in the process of settling, I was and remain prepared to
11 perform all the duties of a class representative. I understand that as a class representative I have
12 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
13 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
14 benefit of the class members and surrender any right to compromise the group action for an
15 individual gain.

16
17 8. I understood that being a plaintiff/class representative in this case meant that I was
18 seeking damages not only for myself but also other current and/or former non-exempt employees
19 working for Western Buyers in California who make up the class. I felt that these individuals
20 were not aware of their labor law rights and even if they were they would probably be
21 apprehensive about speaking up or even simply because of the time, effort and risk involved in
22 filing a class action lawsuit.

23
24 9. I understood that being a part of this lawsuit involved risks. For example, my
25 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
26 pay for all or part of the attorney fees and costs paid by Western Buyers to defend this lawsuit.
27 Also, I knew there was a risk that future employers, if they ever find out about this lawsuit, could
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1 hold it against me or downgrade me as a potential hire. As one of two named Plaintiffs in this
2 case it would not be difficult for a future employer to become aware that I sued a former employer
3 for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my
4 rights and the rights of others regardless of the risks, time and effort I spent on this case.

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

8 11. A mediation took place on December 5, 2023 with David Rotman, a well-respected
9 and experienced mediator of wage and hour class actions. The mediation did not result in a
10 settlement. A second mediation with Mediator Rotman was held on February 6, 2024. After the
11 second mediation the parties were able to reach an agreement to settle the action based on a
12 mediator's proposal. I communicated with my attorneys regarding the terms of the settlement
13 which was reached between the parties and understood that I was representing absent class
14 members and therefore wanted the best possible result to be obtained for the class members and I
15 believe a very positive result was in fact achieved via settlement.

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

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

5
6 14. I believe I did the right thing by filing this case on behalf of the class members who,
7 subject to court approval, are in line to receive monetary payments as a result of this case and
8 settlement. This is money they may never have ever gotten if I did not pursue this action on their
9 behalf. I feel significant personal satisfaction to know that I played a role in the class members
10 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
11 requested Class Representative Service Payment of \$15,000 from the settlement is fair
12 compensation for the work I performed and the risks I undertook.

13
14 15. As part of the settlement it was necessary for me to sign a general release of all claims I
15 may have against Western Buyers. I believe the Class Representative Service Payment I have
16 requested provides me with some compensation for this agreed release.

17 16. In light of all the time and effort I have spent on this case, the risk I undertook by
18 suing a former employer, the exposure to being responsible for paying Western Buyer's costs in
19 the event we did not win the case, the reputational risk that future employers may hold this lawsuit
20 against me, the general release and in light of the size of the settlement, I believe the request for
21 \$15,000 as a Class Representative service payment is fair and reasonable.

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

24 Executed on Apr 21, 2024, at Yreka, Ca.
25 (city, state)

26 
Charlene Kearney (Apr 21, 2024 08:53 PDT)

27 Charlene Kearney

28 DECLARATION OF CHARLENE KEARNEY