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Attorneys for Plaintiff IGNACIO DUENAS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

IGNACIO DUENAS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

BELCAN ENGINEERING GROUP, LLC;
PPG INDUSTRIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 22STCV34198 [lead case]
(Related to Case No. 24STCV10626 and
24STCV05032)

Honorable Elaine Lu
Department SSC-9

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS’
FEES AND COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: October 6, 2026
Time: 8:30 a.m.
Dept: SSC-9

Complaint Filed: October 24, 2022
FAC Filed: January 13, 2023
SAC Filed: October 13, 2025
Trial Date: Not Set

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1 7. On July 20, 2023, the Parties filed a Joint Stipulation to Stay Proceedings Pending
2 Mediation, and on July 21, 2023, the Court signed the order granting the stipulation. The Parties then
3 filed Joint Stipulations to Further Stay Proceedings Pending Mediation on February 14, 2024, and July
4 23, 2024, and the Court entered orders granting same. On January 24, 2025, the Parties participated in
5 a formal mediation conducted by Monique Ngo-Bonnici (“Mediator”), a neutral and respected
6 mediator with extensive experience in complex wage and hour matters, and were not able to reach a
7 settlement. However, on February 14, 2025, with the assistance of the Mediator’s evaluations, the
8 Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The
9 Parties then worked diligently to negotiate and memorialize the terms in a long form settlement
10 agreement.

11 8. On October 9, 2025, the Parties executed a long form settlement agreement (the
12 “Original Agreement”).

13 9. On October 13, 2025, Plaintiff filed a Second Amended Complaint (the “Operative
14 Complaint”) in the Action, which added a cause of action for failure to timely pay wages during
15 employment (Labor Code sections 204, 210), and added Belcan Services Group, Limited Partnership
16 and Sierracin/Sylmar Corporation as defendants.

17 10. The Operative Complaint alleges ten (10) causes of action for violations of the
18 California Labor Code for failure to pay all wages (including minimum, regular, overtime, double
19 time, on-call time, reporting time and paid sick leave), failure to provide compliant meal periods and
20 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
21 lieu thereof, failure to provide compliant wage statements, failure to timely pay wages during
22 employment, failure to timely pay wages upon termination, failure to reimburse business expenses,
23 and for violations of California Business & Professions Code Section 17200, *et seq.* based on the
24 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
25 aforementioned California Labor Code violations

26 11. On October 13, 2025, Plaintiff filed his Motion for Preliminary Approval of Class
27 Action and PAGA Settlement and supporting papers.

28 12. On December 19, 2025, the Court issued an order continuing the hearing on Plaintiff’s

1 Motion for Preliminary Approval to March 11, 2026, and directing the Parties to address issues
2 concerning the Settlement Agreement and Class Notice. On February 24, 2026, Plaintiff filed the
3 Supplemental Declaration of Annabel Blanchard in Support of Plaintiff's Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, attaching an Amended Settlement Agreement and
5 Revised Class Notice in response to the Court's order.

6 13. On March 2, 2026, Plaintiff filed a further Supplemental Declaration of Annabel
7 Blanchard in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
8 Settlement, attaching the fully executed Amended Joint Stipulation of Class Action and PAGA
9 Settlement (the "Settlement" or "Settlement Agreement"), attached hereto as **Exhibit 1**.

10 14. On March 11, 2026, the Court entered an Order granting Plaintiff's Motion for
11 Preliminary Approval, finding the settlement fair, adequate, and reasonable. The Court also set the
12 deadline to file Plaintiff's Motion for Final Approval on August 31, 2026, and scheduled the Final
13 Approval Hearing for October 6, 2026, at 8:30 a.m. A true and correct copy of the Court's March 11,
14 2026, Order Granting Preliminary Approval of Class Action Settlement is attached hereto as **Exhibit**
15 **2**.

16 **Summary of the Terms of the Settlement Agreement**

17 15. By way of the Preliminary Approval Order, the Court certified the following Class for
18 settlement purposes only: "all current or former non-exempt employees of Belcan Engineering Group,
19 LLC who were placed to work at the PPG Defendants' facilities in the State of California during the
20 Class Period" ("Class" or "Class Members"). The "Class Period" is defined as the period from
21 October 24, 2018 through February 12, 2025. The "Settlement Class Members" consist of all Class
22 Members who did not submit a timely and valid Request for Exclusion. The "Aggrieved Employees"
23 consist of all current or former non-exempt employees of Belcan Engineering Group, LLC who were
24 placed to work at PPG Defendants' facilities in the State of California during the PAGA Period. The
25 "PAGA Period" is defined as the period from October 24, 2021, through February 12, 2025.

26 16. Based on the data provided by Defendants following preliminary approval and for
27 purposes of administration of the Class Notice, I am informed that there are 2,049 Participating Class
28 Members who worked 50,166 weeks for Defendants during the Class Period ("Workweeks") and

1 1,404 PAGA Employees who worked 29,973 pay periods for Defendants during the PAGA Period
2 (“Pay Periods”).

3 17. The Parties have agreed to settle the Class and PAGA claims at issue in the Operative
4 Complaint for a non-reversionary Gross Settlement Amount of \$1,775,000.00, which is exclusive of
5 employer-side payroll taxes. Defendants are responsible for paying employer-side payroll taxes in
6 addition to the Gross Settlement Amount. The Gross Settlement Amount includes: (1) Class Counsel’s
7 attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount,
8 or \$621,250.00; (2) Class Counsel’s actual litigation costs and expenses in the amount of \$23,441.98;
9 (3) Settlement Administration Costs in the amount of \$14,890; (4) an Enhancement Payment to
10 Plaintiff in the amount of \$15,000.00; and (5) a PAGA Amount of \$90,000.00, of which seventy-five
11 percent (\$67,500.00) will be paid to the LWDA and twenty-five percent (\$22,500.00) will be
12 distributed to Aggrieved Employees. After the above deductions, the Settlement Class Members will
13 share in an estimated Net Settlement Amount of approximately \$1,010,418.02.

14 18. The Settlement does not require Settlement Class Members to submit claims as a
15 prerequisite to receiving their pro rata share of the Net Settlement Amount (“Individual Settlement
16 Share”), nor does it require Aggrieved Employees to submit claims as a prerequisite to receiving their
17 pro rata share of the Aggrieved Employee Amount (“Individual PAGA Payment”). Individual
18 Settlement Shares are calculated by the Settlement Administrator by dividing the Net Settlement
19 Amount by the Workweeks of all Settlement Class Members to determine the Final Workweek Value
20 and then multiplying each Settlement Class Member’s individual Workweeks by the Final Workweek
21 Value. Individual PAGA Payments are calculated by dividing the Aggrieved Employee Amount, i.e.,
22 twenty-five percent (25%) of the PAGA Amount, by the Pay Periods of all Aggrieved Employees to
23 determine the Pay Period Value and then multiplying each Aggrieved Employee’s individual Pay
24 Periods by the Pay Period Value. The Aggrieved Employee Amount is \$22,500.00.

25 19. I am aware from my review of the information provided by the Settlement
26 Administrator that the estimated average gross Individual Settlement Share is \$487.96, the estimated
27 highest gross Individual Settlement Share is \$4,785.75, and the estimated lowest gross Individual
28 Settlement Share is \$19.91, the estimated average Individual PAGA Payment is \$16.03, the estimated

1 highest Individual PAGA Payment is \$125.36, and the estimated lowest Individual PAGA Payment is
2 \$0.75.

3 20. Each Individual Settlement Share will be allocated as twenty percent (20%) wages,
4 forty percent (40%) interest, and forty percent (40%) penalties and non-wage damages. The portion
5 allocated to wages will be reported on an IRS Form W-2, and the portions allocated to penalties,
6 interest, and non-wage damages will be reported on an IRS Form 1099, if applicable, by the Settlement
7 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
8 withholdings with respect to the wages portion of the Individual Settlement Shares and issue checks
9 to Settlement Class Members for their Individual Settlement Payments, net of these taxes and
10 withholdings. Defendants will pay the Employer Taxes separately and in addition to the Gross
11 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
12 penalties and will be reported on an IRS Form 1099, if applicable, by the Settlement Administrator.

13 21. Each Individual Settlement Payment and Individual PAGA Payment check will be
14 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
15 issued and thereafter shall be canceled. Any funds associated with canceled checks will be distributed
16 by the Settlement Administrator to the State of California's Unclaimed Property Division in the name
17 of the Settlement Class Member and/or Aggrieved Employee at issue.

18 **Notice to the LWDA**

19 22. On March 3, 2026, Class Counsel submitted a copy of the Settlement Agreement to the
20 LWDA through its online submission portal in compliance with California Labor Code § 2699(s)(2).
21 The LWDA has not objected or otherwise responded to the submission.

22 **The Settlement Is Fair and Reasonable**

23 ***Discovery and Informed Arms-Length Negotiations***

24 23. The Parties' settlement negotiations were at all times made at arm's length and were
25 adversarial. The Settlement was reached following a full day of mediation with Monique Ngo-Bonnici,
26 a mediator with substantial experience mediating wage and hour cases, and the Parties engaged in
27 additional negotiations to finalize the long-form settlement agreement.

28 24. The Parties engaged in extensive informal discovery before reaching the Settlement.

1 Before mediation, Defendants produced a sampling of putative class members' time and pay records,
2 Defendants' relevant wage and hour policies, and information regarding the total number of putative
3 class members, the number of current versus former employees, the total workweeks worked by the
4 putative class members, and the average rate of pay for the putative class members. This information
5 allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
6 weaknesses of the claims and the potential class-wide damages.

7 25. Based on the information exchanged, the Parties extensively briefed issues regarding
8 class certification and liability and provided their analyses to the Mediator, who helped the Parties
9 evaluate the strengths and weaknesses of their respective positions. At all times, Plaintiff was willing
10 and prepared to litigate this matter through class certification and trial if the Parties had been unable
11 to reach a favorable resolution. Additionally, settlement negotiations were conducted by highly
12 capable and experienced counsel. Class Counsel have substantial experience in wage and hour class
13 action and PAGA representative matters, including pleadings, administrative notice exhaustion,
14 settlement agreements, motion practice, claims evaluation and analysis, and court appearances.
15 Accordingly, Class Counsel had sufficient information and experience to act intelligently in
16 negotiating the Settlement.

17 26. Although the investigation and information discovered supported Plaintiff's
18 contentions, Defendants raised potential defenses and other circumstances that impacted the risk of
19 proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the
20 decision to enter the Settlement.

21 27. Class Counsel is aware of Defendants' defenses and arguments and has taken into
22 account the uncertainty and risk of the outcome of further litigation, as well as the difficulties and
23 delays inherent in class and representative adjudication. Plaintiff recognizes the burdens of proof
24 necessary to establish liability for the claims asserted in the Action, Defendants' defenses, and the
25 difficulties in establishing entitlement to monetary recovery. Plaintiff also considered the Parties'
26 settlement discussions and the Mediator's evaluations.

27 28. Defendants denied and continue to deny any liability or wrongdoing associated with
28 the claims alleged in the Action and deny that class certification is appropriate for any purpose other

1 than the Settlement. Defendants believe they would ultimately prevail in the Action and proffered
2 defenses to both certification and the merits of Plaintiff's claims. Defendants contended that Plaintiff's
3 claims are not suitable for class certification because individual issues would predominate if the case
4 proceeded to trial. As with all class actions, these complex cases raise difficult management and
5 proof issues, creating a significant risk that the Court may deny class certification.

6 29. Class Counsel also recognized that, even if Plaintiff prevailed at class certification,
7 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
8 extremely uncertain proposition. To prove liability and damages, Class Counsel would need to request
9 and analyze thousands of pages of documents, obtain Class Members' contact information, contact
10 them, and obtain declarations at great expense. Obtaining cooperation from current employees would
11 also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current employer.
12 By contrast, Defendants would likely be able to obtain cooperation from their employees. Even if
13 Plaintiff prevailed at class certification and trial, possible appeals would substantially delay any
14 recovery by the Class.

15 30. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate.
16 The Settlement is in the best interest of the Class Members, Aggrieved Employees, and the State of
17 California, and is within the accepted range of recoveries for this type of litigation given the inherent
18 risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further
19 litigation.

20 ***Attorneys' Fees and Costs***

21 31. Class Counsel seeks thirty-five percent (35%) of the Gross Settlement Amount, i.e.,
22 \$621,250.00, for attorneys' fees, and reimbursement of actual litigation costs and expenses in the
23 amount of \$23,441.98. The requested fees and costs are fair compensation for undertaking complex,
24 risky, expensive, and time-consuming litigation on a contingent fee basis, especially in light of the
25 substantial benefits achieved by Class Counsel for the Class Members. Class Counsel's requested fee
26 award is summarily addressed as follows but is more fully discussed in Plaintiff's Motion for Final
27 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment,
28 and Settlement Administration Costs ("Motion for Final Approval") filed concurrently herewith.

1 32. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
2 into tangible monetary benefits for Class Members, the State of California, and Aggrieved Employees.
3 Those benefits include monetary recovery over a relatively short period of time, rather than waiting
4 additional years for the same or a potentially worse result; a guaranteed result that compares favorably
5 with similar class action settlements of this type, given the strengths and weaknesses of the case; and
6 significant savings in Class Counsel's fees and costs that would have increased significantly if the case
7 had progressed through certification, trial, and/or appeal.

8 33. Class Counsel has borne all of the risks and costs of litigation and will not receive any
9 compensation until recovery is obtained. Class Counsel had to consider its workload during this
10 litigation when deciding whether to accept additional available work, which Class Counsel had to
11 forego to devote the time necessary to pursue this litigation. Class Counsel has experience litigating
12 wage-and-hour class and PAGA matters. Class Counsel used that experience to obtain a favorable
13 result for the Class, the State of California, and Aggrieved Employees. Considering the amount of
14 fees requested, work performed, risks incurred, and Class Counsel's experience handling similar
15 matters, Plaintiff maintains that the requested attorneys' fees of thirty-five percent (35%) of the Gross
16 Settlement Amount, i.e., \$621,250.00, are reasonable and should be awarded.

17 34. Blackstone was started in February 2018, representing plaintiffs in individual and
18 representative employment litigation. The firm has grown exponentially over the past eight-plus years,
19 now maintaining over thirty highly pedigreed attorneys working on almost exclusively labor and
20 employment class actions, PAGA cases, and individual matters, with roughly 15% of the firm focused
21 on other complex general litigation matters. Blackstone has been counsel of record on several class
22 and PAGA actions that have since been resolved, the most recent of which are attached hereto as
23 **Exhibit 3**. The attorneys who worked on this case are all experienced in litigating wage and hour
24 matters as follows:

25 a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from
26 Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During
27 law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in
28 various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an

1 associate and remained employed there from September 2008 through August 2015. During his
2 tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from
3 employment, corporate, entertainment, and general business litigation matters, though his primary area
4 of expertise was employment, both single plaintiff and representative actions. On the vast majority of
5 those cases, he was the only or primary attorney managing the case and thus obtained extensive
6 experience. In that capacity, he conducted wage and hour and wrongful termination labor and
7 employment intakes; was the primary contact for all clients; took and defended hundreds (if not
8 thousands) of depositions; propounded and responded to all discovery; prepared and opposed all
9 motions and pleadings, including dispositive and certification motions; strategized on all cases;
10 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
11 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
12 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
13 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
14 the cases he managed were highly publicized, with articles written about them in the Los Angeles
15 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
16 regularly honored him as a Southern California Rising Star since 2012. His billable rate is \$1,295,
17 which is well within the prevailing rate for attorneys with his experience in this area of practice in
18 Southern California.

19 b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022
20 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff
21 employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and
22 hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of
23 California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve
24 University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the
25 California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of
26 \$1,050 is reasonable based on her education and experience and is in line with the market rate.

27 c. Danielle GruppChang is a senior associate attorney. She graduated from California
28 Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science

1 with a minor in Communication Studies. She then obtained her Juris Doctorate from University of
2 California Law San Francisco (formerly known as University of California Hastings College of the
3 Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has
4 practiced exclusively plaintiff's side labor and employment class and representative action law from
5 2017 through the present. Her hourly rate of \$825 is reasonable based on her education and experience
6 and is in line with the market rate.

7 d. P.J. Van Ert is a senior associate attorney who joined Blackstone in 2023, after having
8 worked at an employment litigation firm for 2 years, and prior to that, having served as a District
9 Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding
10 that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in
11 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law
12 with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her
13 hourly rate of \$850 is reasonable based on her education and experience and is in line with the market
14 rate.

15 e. I joined Blackstone Law, APC from a highly reputable employment law firm. I
16 graduated from University of California at Berkeley with a Bachelor of Arts degree in 2001, and from
17 Southwestern University School of Law with a Juris Doctorate in 2008. I was admitted to the State
18 Bar of California in December of 2008. I have worked on many wage and hour class action and PAGA
19 representative matters, and my work has included, inter alia, researching and drafting pleadings,
20 administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement
21 agreements, engaging in motion practice, claims evaluation and analysis, and making court
22 appearances. My hourly rate of \$750 is reasonable based on my education and experience and is in
23 line with the market rate.

24 35. Class Counsel has spent approximately 443 total hours litigating this matter. To date,
25 our total fees incurred amount to \$427,085.00. Each attorney who worked on this matter performed
26 tasks necessary to prosecute and resolve the Action, including communicating with Plaintiff and
27 defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings,
28 informal discovery requests, and joint submissions; reviewing documents and data; preparing for and

attending mediation; negotiating and documenting the Settlement; and preparing the papers necessary to obtain settlement approval. One difficulty in determining hourly rates for attorneys of similar skill and experience in the relevant community is the scarcity of hourly fee-paying clients in class action litigation. As a practical matter, few employees or consumers pay attorneys on an hourly basis for extensive class litigation, so retainer agreements in these cases are typically based on contingency fees. Thus, while there is no single customary hourly billing rate for work routinely performed on a contingent-fee basis, the nature of class action work should be considered. Wage-and-hour class litigation is a specialized and challenging area of law that requires experience, specialized knowledge, and a willingness to assume substantial risk. A summary of Class Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	48	\$1,295	\$62,160
Barbara DuVan-Clarke	Senior Trial Attorney and Team Lead	177	\$1,050	\$185,850
Danielle GruppChang	Senior Associate	81	\$825	\$66,825
P.J. Van Ert	Senior Associate	95	\$850	\$80,750
Annabel Blanchard	Associate	42	\$750	\$31,500

36. We expect to spend an additional 10 hours (\$7,500) in connection with preparing for and attending the Final Approval Hearing and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, our client, and Class Members. Based thereon, the total amount of Class Counsel's fees through closure of this case are estimated to be approximately \$434,585.00.

37. The Settlement Agreement provides for reimbursement of litigation costs and expenses not to exceed Thirty-Five Thousand (\$35,000.00). Class Counsel seeks reimbursement of a total of Twenty-Three Thousand Four Hundred Forty-One Dollars and Ninety-Eight Cents (\$23,441.98) in

1 litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and
2 expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution
3 of this matter.

4 38. The requested award of Attorneys' Fees and Costs was included and set forth clearly
5 in the Class Notice provided to the Class Members.

6 ***Enhancement Payment***

7 39. As part of the Settlement Agreement, Plaintiff is requesting a reasonable Enhancement
8 Payment in the amount of Fifteen Thousand \$15,000.00. The requested Enhancement Payment is
9 reasonable given the time and effort Plaintiff spent on this case and the benefit to the Class Members
10 as a result of Plaintiff's actions. The Declaration of Plaintiff Ignacio Duenas submitted herewith
11 details his work and efforts in bringing and litigating this matter through resolution and supports the
12 requested Enhancement Payment. The requested Enhancement Payment was also disclosed to the
13 Class Members in the Class Notice.

14 ***Settlement Administration Costs***

15 40. In Plaintiff's Motion for Preliminary Approval, Plaintiff requested, and the Court
16 approved, Settlement Administration Costs not to exceed Fifteen Thousand Five Hundred \$15,500.00.
17 Apex Class Action LLC, the approved Settlement Administrator, provided a quote stating that its
18 administration fees for managing the Settlement will not exceed \$14,890.00.

19 ***Allocation to the LWDA***

20 41. As part of the Settlement, Defendants have agreed to allocate Ninety Thousand
21 \$90,000.00 to settle the claims of the Aggrieved Employees brought pursuant to PAGA, of which
22 Sixty-Seven Thousand Five Hundred \$67,500.00, representing 75% of the PAGA Amount, will be
23 paid to the LWDA for education and enforcement purposes.

24 42. It is extremely common in approved wage and hour class action cases that settle that
25 only a small portion of the total settlement is paid to PAGA penalties "in order to maximize payments
26 to class members." (*Magadia v. Wal-Mart Assocs.* (N.D. Cal. May 31, 2019, No. 17-CV-00062-LHK)
27 2019 U.S. Dist. LEXIS 91732, *90-91, citing as examples *Ceja-Corona v. CVS Pharm., Inc.* (E.D.
28 Cal. Jan. 14, 2015) 2015 U.S. Dist. LEXIS 5118, 2015 WL 222500, at *2-3 [preliminarily approving

\$10,000 in PAGA penalties out of a total settlement amount of \$900,000]; *Thio v. Genji, LLC* (N.D. Cal. 2014) 14 F. Supp. 3d 1324, 1330 [preliminarily approving \$10,000 in PAGA penalties out of a total settlement amount of \$1,250,000]; *Franco v. Ruiz Food Prods.* (E.D. Cal. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 169057, 2012 WL 5941801, at *14 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$2,500,000]; *Garcia v. Gordon Trucking, Inc.* (E.D. Cal. Oct. 31, 2012) 2012 U.S. Dist. LEXIS 160052, 2012 WL 5364575, at *3 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$3,700,000]; *Chu v. Wells Fargo Invs., LLC* (N.D. Cal. Feb. 16, 2011) 2011 U.S. Dist. LEXIS 15821, 2011 WL 672645, at *1 [granting final approval of \$10,000 in PAGA penalties out of a total settlement amount of \$6,900,000].) Like here, in these approved settlements, the parties generally maximized statutory penalties and minimized PAGA penalties to focus on claims to the class members, the persons who actually suffered the California Labor Code violations.

Notice to the Class

43. The Class Notice approved by the Court met the requirements for proper notice of settlement to the Class. The Court found that the proposed notice appeared acceptable because it included information such as a summary of the litigation, the nature of the settlement, the terms of the settlement agreement, the proposed deductions from the Gross Settlement Amount, the procedures and deadlines for participating in, opting out of, or objecting to the settlement, the consequences of participating in, opting out of, or objecting to the settlement, and the date, time, and place of the final approval hearing. The Class Notice also included information regarding the nature of the Action, a summary of the Settlement terms, the Class definition, how to object to and/or opt out of the Class Settlement, how to dispute Workweeks and/or Pay Periods, and the date of the Final Approval Hearing. The approved Class Notice advised Class Members that they could contact the Settlement Administrator with questions and provided the Settlement Administrator's contact information.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on August 31, 2026, at Los Angeles, California.

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4 *A. Blanchard*

5 Annabel Blanchard
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EXHIBIT 1

1 on the Labor Code violations alleged in the PAGA Letter.

2 4. On April 26, 2023, Plaintiff filed an Amendment to the First Amended Complaint to
3 add defendant PRC-Desoto International, Inc. to the Action.

4 5. On October 1, 2025 the Parties filed a Joint Stipulation to Amend Complaint, attaching
5 the Second Amended Complaint for Damages and Enforcement Under the Private Attorneys General
6 Act, California Labor Code §§ 2698 *Et. Seq.* (“Operative Complaint”) in the Action, which added a
7 cause of action for failure to timely pay wages during employment (Labor Code sections 204, 210),
8 and added Belcan Services Group, Limited Partnership and Sierracin/Sylmar Corporation as
9 defendants in the Action.

10 6. The Operative Complaint alleges ten (10) causes of action for violations of the
11 California Labor Code for failure to pay all wages (including minimum, regular, overtime, double
12 time, on-call time, reporting time and paid sick leave), failure to provide compliant meal periods and
13 premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in
14 lieu thereof, failure to provide compliant wage statements, failure to timely pay wages during
15 employment, failure to timely pay wages upon termination, failure to reimburse business expenses,
16 and for violations of California Business & Professions Code Section 17200, *et seq.* based on the
17 aforementioned California Labor Code violations, and for civil penalties under PAGA based on the
18 aforementioned California Labor Code violations.

19 7. Defendants deny all material allegations set forth in the Action and have asserted
20 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
21 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
22 Released PAGA Claims (as defined herein).

23 8. Class Counsel diligently investigated the class and PAGA claims against Defendants,
24 including any and all applicable defenses and the applicable law. The investigation included, *inter*
25 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
26 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
27 merits of the claims and contentions of the Parties.

28 9. On January 24, 2025, the Parties participated in mediation with Monique Ngo-Bonnici

(the “Mediator”), a respected mediator of complex wage and hour actions, and were not able to reach a settlement.

10. However, on February 14, 2025, with the assistance of the Mediator’s evaluations and further negotiations, the Parties reached the settlement that is memorialized herein. The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

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

DEFINITIONS

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Aggrieved Employee(s)” are all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at PPG Defendants’ facilities in the State of California during the PAGA Period.

b. “Aggrieved Employee Amount” means the amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), i.e., 25% of the PAGA Amount, to be distributed to Aggrieved Employees on a *pro rata* basis based on their Pay Periods.

c. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and

1 to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 15.

2 d. “Belcan Settlement Amount” means the amount of One Million One Hundred
3 Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) to be paid by the Belcan Defendants in
4 exchange for the settlement and release of all claims against the Belcan Defendants in this Action.

5 e. “Class” or “Class Member(s)” means all current or former non-exempt
6 employees of Belcan Engineering Group, LLC who were placed to work at the PPG Defendants’
7 facilities in the State of California during the Class Period.

8 f. “Class Counsel” means Jonathan M. Genish, Barbara DuVan-Clarke, Danielle
9 L. GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC,
10 who, for the sole purpose of effectuating this Settlement, will seek to be appointed counsel for the
11 Class.

12 g. “Class List” means a complete list of all Class Members that Defendants will
13 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
14 Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
15 information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security
16 number; (4) the number of Workweeks worked during the Class Period; (5) the number of Pay Periods
17 worked during the PAGA Period; and (5) such other information as is necessary for the Settlement
18 Administrator to administer this Settlement.

19 h. “Class Notice” means the Notice of Class Action Settlement, substantially in
20 the form attached hereto as “**Exhibit A.**”

21 i. “Class Period” means the period from October 24, 2018 through February 12,
22 2025.

23 j. “Class Settlement” means the settlement and resolution of all Released Class
24 Claims.

25 k. “Court” means the Superior Court of the State of California for the County of
26 Los Angeles.

27 l. “Defendants’ Counsel” means Teri A. Gibbs and Gregory Blueford of Fisher &
28 Phillips LLP; and Shiva Davoudian, Lauren Manso and Donna Leung of Littler Mendelson, P.C.

1 m. “Dispute” means a letter submitted by a Class Member disputing the number of
2 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
3 name and number of the Action; (b) contain the Class Member’s full name, signature, address,
4 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
5 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
6 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
7 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
8 Deadline.

9 n. “Effective Date” means the date by when both of the following have occurred:
10 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
11 Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) this
12 Agreement has been executed by Plaintiff, Defendants, Class Counsel, and Defendants’ Counsel; (ii)
13 the Court entered a Preliminary Approval Order; (iii) the Class Notice has been sent to the Class
14 Members, providing them notice and opportunity to object to the Settlement, and notice and
15 opportunity to opt out of the Settlement; (iv) notice of this Settlement has been sent to the LWDA; (v)
16 the Court has held a Final Approval Hearing and entered a Final Approval Order and Final Judgment;
17 and (vi) the later of the following events: five (5) court days after the period for filing any appeal, writ,
18 or other appellate proceeding opposing the Final Approval Order or Final Judgment has elapsed
19 without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date
20 the Court enters Final Approval Order and Final Judgment); or, if any appeal, writ, or other appellate
21 proceeding opposing the Final Approval Order and Judgment has been filed within that timeframe,
22 then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement
23 has finally and conclusively dismissed with no right to pursue further remedies or relief.

24 o. “Employer Taxes” means the employer’s share of taxes and contributions in
25 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
26 in addition to the Gross Settlement Amount.

27 p. “Enhancement Payment” means the amount to be paid to Plaintiff, in
28 recognition of his effort and work in prosecuting the Action on behalf of Class Members and

1 Aggrieved Employees, and general release of claims, as set forth in Paragraph 16.

2 q. “Final Approval” means the determination by the Court that the Settlement is
3 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

4 r. “Final Approval Hearing” means the hearing at which the Court will consider
5 and determine whether the Settlement should be granted Final Approval.

6 s. “Final Approval Order and Judgment” means the order granting final approval
7 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
8 Parties, and subject to approval by the Court.

9 t. “Gross Settlement Amount” means the Belcan Settlement Amount and PPG
10 Settlement together, which totals the amount of One Million Seven Hundred Seventy-Five Thousand
11 Dollars and Zero Cents (\$1,775,000.00) to be paid by Defendants in full satisfaction of the Action,
12 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
13 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
14 Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes
15 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
16 reversionary; no portion of the Gross Settlement Amount will return to Defendants. The Gross
17 Settlement Amount is subject to increase, as provided in Paragraph 17.

18 u. “Individual PAGA Payment” means the *pro rata* share of the Aggrieved
19 Employee Amount that an Aggrieved Employee may be eligible to receive under the PAGA
20 Settlement, to be calculated in accordance with Paragraph 19.

21 v. “Individual Settlement Payment” means the net payment of each Settlement
22 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
23 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
24 Paragraph 20.

25 w. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
26 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
27 in accordance with Paragraph 18.

28 x. “LWDA Payment” means the amount of Sixty-Seven Thousand Five Hundred

and Zero Cents (\$67,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 15.

y. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

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

aa. “PAGA Amount” means the allocation of Ninety Thousand Dollars and Zero Cents (\$90,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%) of the PAGA Amount, or \$67,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or \$22,500.00, will be distributed to the Aggrieved Employees (i.e., the Aggrieved Employee Amount).

bb. “PAGA Period” means the period from October 24, 2021 through February 12, 2025.

cc. “PAGA Settlement” means the settlement and resolution of all Released PAGA Claims.

dd. “Pay Periods” means the number of pay periods each Aggrieved Employee worked at least one day for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.

ee. “Preliminary Approval” means the date on which the Court enters the Preliminary Approval Order.

ff. “Preliminary Approval Order” means the order granting preliminary approval

1 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
2 the Court.

3 gg. “PPG Settlement Amount” means the sum of Six Hundred Twenty-Five
4 Thousand Dollars and Zero Cents (\$625,000.00) to be paid by PPG Defendants in exchange for the
5 settlement and release of all claims against the PPG Defendants in this Action.

6 hh. “Released Class Claims” means any and all claims which were alleged or which
7 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
8 arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure
9 to pay all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid
10 sick leave), provide compliant meal and rest periods and associated premium payments, timely pay
11 wages during employment and upon termination, provide accurate wage statements, failure to
12 maintain accurate payroll records, and failure to reimburse necessary business-related expenses in
13 violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3,
14 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199,
15 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business
16 and Professions Code sections 17200, *et seq.*

17 ii. “Released PAGA Claims” means any and all claims arising from any of the
18 factual allegations in the Amended PAGA Letter, and Operative Complaint, , arising during the PAGA
19 Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code
20 Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay
21 all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid sick
22 leave), provide compliant meal and rest periods and associated premium payments, timely pay wages
23 during employment and upon termination, provide accurate wage statements, failure to maintain
24 accurate payroll records, and failure to reimburse necessary business-related expenses in violation of
25 California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7,
26 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and
27 2802, and the applicable Industrial Welfare Commission Wage Order.

28 jj. “Released Parties” means Defendants and their current and former officers,

1 directors, members, insurers, shareholders, parent companies, subsidiaries, affiliates, predecessors,
2 successors, and assigns, including PPG Industries, Inc.

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

9 ll. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
11 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
12 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the United States Postal service is open. The
14 Response Deadline may also be extended by express agreement between Class Counsel and
15 Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
16 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
17 Response Deadline.

18 mm. “Settlement Administrator” means Apex Class Action, LLC, or any other third-
19 party class action settlement administrator agreed to by the Parties and approved by the Court for
20 purposes of administering the Settlement. The Parties and their counsel each represent that they do
21 not have any financial interest in the Settlement Administrator or otherwise have a relationship with
22 the Settlement Administrator that could create a conflict of interest.

23 nn. “Settlement Administration Costs” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 16.

26 oo. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

28 pp. “Workweeks” means the number of weeks each Class Member worked for

1 Defendants for at least one day, as an hourly-paid and/or non-exempt employee in California during
2 the Class Period.

3 **CLASS CERTIFICATION**

4 13. For the purposes of this Settlement only, the Parties stipulate to the certification of the
5 Class.

6 14. The Parties agree that certification for the purpose of settlement is not an admission
7 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
8 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as
9 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
10 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
11 non-settlement context. Should, for whatever reason, the Court not grant Final Approval, Plaintiff's
12 Amended Complaint and Amended PAGA Letter will be stricken from the record and the First
13 Amended Complaint and PAGA Letter will again become the operative complaint and operative
14 LWDA letter.

15 **TERMS OF THE AGREEMENT**

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

18 15. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
19 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
20 Gross Settlement Amount (i.e., \$621,250.00 if the Gross Settlement Amount is \$1,775,000.00) and
21 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
22 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
23 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
24 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
25 the Action, including without limitation all work performed and costs incurred to date, and all work
26 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
27 Settlement Agreement, including any objections raised and any appeals necessitated by those
28 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this

1 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
2 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
3 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
4 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

5 16. Enhancement Payment. Defendants agree not to oppose or impede any application or
6 motion by Plaintiff for an Enhancement Payment in the amount up to fifteen thousand dollars and zero
7 cents (\$15,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
8 Amount, subject to Court approval, will be in addition to his Individual Settlement Payment as a
9 Settlement Class Member and Individual PAGA Payment as an Aggrieved Employee. Plaintiff shall
10 be solely and legally responsible for correctly characterizing this compensation for tax purposes and
11 for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
12 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
13 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
14 benefit of the Settlement Class Members.

15 17. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
16 Ninety Thousand Dollars and Zero Cents (\$90,000.00) shall be allocated from the Gross Settlement
17 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
18 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$67,500.00, will be
19 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$22,500.00, will be
20 distributed to Aggrieved Employees (i.e., the Aggrieved Employee Amount) on a *pro rata* basis, based
21 on the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period
22 (i.e., the Individual PAGA Payments).

23 18. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Fifteen Thousand Five Hundred Dollars (\$15,500). These
26 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
27 *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices
28 and other documents for the Settlement, calculating and distributing payments due under the

Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

19. Escalator Clause. Defendants have represented that the Class Members worked a total of 49,237 Workweeks from October 24, 2018 to February 3, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks released by the Class Members during the Class Period actually exceeds 49,237 by more than 5% (i.e., if the Workweeks exceed 51,699), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5%. For example, if the number of Workweeks increases by 6%, then the Gross Settlement Amount will increase by 1%.

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

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

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

1 21. Individual PAGA Payment Calculations. Individual PAGA Payments will be
2 calculated and apportioned from the Aggrieved Employee Amount based on the Aggrieved
3 Employees' number of Pay Periods, as follows: The Settlement Administrator will divide the
4 Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all Aggrieved
5 Employees to yield the "Pay Period Value," and multiply each Aggrieved Employee's individual Pay
6 Periods by the Pay Period Value to yield each Aggrieved Employee's Individual PAGA Payment.

7 22. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
8 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and forty
9 percent (40%) interest, and forty percent (40%) penalties and non-wage damages. The portion
10 allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties,
11 interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement
12 Administrator. The Settlement Administrator will withhold the employee's share of taxes and
13 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks
14 to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their
15 Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid
16 separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be
17 allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if
18 applicable) by the Settlement Administrator.

19 23. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved
21 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
22 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
23 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
24 taxes and other legally required withholdings to the appropriate government authorities.

25 24. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
26 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
27 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
28 Class Members, and Aggrieved Employees are not relying on any statement, representation, or

1 calculation by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff,
2 Settlement Class Members, and Aggrieved Employees understand and agree that Plaintiff, Settlement
3 Class Members, and Aggrieved Employees will be solely responsible for the payment of any taxes
4 and penalties assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement
5 Class Members, and Aggrieved Employees should consult with their tax advisors concerning the tax
6 consequences of any payment they receive under the Settlement.

7 25. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
8 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
9 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
10 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
11 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
13 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
16 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
17 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
18 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
19 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
23 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
26 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
27 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
28 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY

TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

27. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the preliminary approval motion before filing it with the Court. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement, including preliminary approval of the scope of the Released Class Claims and Released PAGA Claims;
- c. Preliminarily appointing Plaintiff as the representative of the Class and Aggrieved Employees;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion

1 from or object to the Class Settlement as contained herein and within the Class Notice; and

2 g. Scheduling a Final Approval Hearing at which the Court will determine whether
3 Final Approval of the Settlement should be granted.

4 28. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
5 Class Counsel shall notify the LWDA of the Settlement.

6 29. Delivery of Class List. Within twenty one (21) calendar days of Preliminary Approval,
7 Defendants will provide the Class List to the Settlement Administrator.

8 30. Notice by First-Class U.S. Mail.

9 a. Within seven (7) calendar days after receiving the Class List from Defendants,
10 the Settlement Administrator will perform a search based on the National Change of Address Database
11 or any other similar services available, such as provided by Experian, for information to update and
12 correct for any known or identifiable address changes, and will mail a Class Notice in English and
13 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
14 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
15 Administrator.

16 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
17 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
18 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
19 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
20 attempt to determine the correct address using a skip-trace or other search, using the name, address,
21 and/or Social Security number of the Class Member, and perform a single re-mailing within ten (10)
22 calendar days.

23 c. Compliance with the procedures described herein above shall constitute due and
24 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
25 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
26 provide notice of the Settlement.

27 31. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
28 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to

1 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
2 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
3 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
4 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
5 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
6 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
7 However, if a Class Member produces information and/or documents to the contrary, the Settlement
8 Administrator will evaluate the materials submitted by the Class Member and the Settlement
9 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
10 the disputing Class Member should be credited with under the Settlement. The Settlement
11 Administrator's decision on such disputes will be final and non-appealable.

12 32. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
13 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
14 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
15 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
16 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
17 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
18 submitted, and also identify the individuals who have submitted a timely and valid Request for
19 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
20 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
21 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
22 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
23 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
24 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
25 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
26 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
27 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
28 Final Approval to the Settlement. Notwithstanding the above, pursuant to *Arias v. Superior Ct.*

1 (*Dairy*), 46 Cal. 4th 969 (2009), Class Members who exclude themselves from the Class Settlement,
2 shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the
3 PAGA during the PAGA Period..

4 33. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
5 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
6 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
7 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
8 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
9 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
10 and complete and which were not), and also attach them to a declaration that is to be filed with the
11 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
12 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
13 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
14 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
15 whether they have submitted a Notice of Objection.

16 34. Reports by the Settlement Administrator. The Settlement Administrator shall provide
17 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
18 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
19 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
20 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
21 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
22 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
23 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
24 Dispute.

25 35. Defendants' Right to Rescind. If Settlement Class Members representing more than
26 an aggregate total of five percent (5%) of the outstanding workweeks submit timely and valid Requests
27 for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must exercise
28 this right of rescission in writing that is provided to Class Counsel within seven (7) calendar days of

1 the Settlement Administrator notifying the Parties of the number of Class Members who have
2 submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendants
3 exercise this option, Defendants shall pay any costs of settlement administration owed to the
4 Settlement Administrator incurred up to that date.

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

8 37. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
9 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
10 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
11 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
12 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
13 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
14 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
15 Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion at
16 least seven (7) calendar days before filing it with the Court. By way of said motion, Plaintiff will
17 apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial
18 part, the following:

19 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
20 consummation of its terms and provisions;

21 b. Certification of the Settlement Class for purposes of settlement;

22 c. Approval of scope of the Released Class Claims and Released PAGA Claims
23 as to all Released Parties;

24 d. Approval of the application for Attorneys' Fees and Costs to Class Counsel;

25 e. Approval of the application for Enhancement Payment to Plaintiff;

26 f. Directing Defendants to fund all amounts due under the Settlement Agreement
27 and ordered by the Court; and

28 g. Entering judgment in the Action, while maintaining continuing jurisdiction, in

1 conformity with California Rules of Court 3.769 and the Settlement Agreement.

2 38. Funding of the Gross Settlement Amount. No later than twenty-one (21) business days
3 after the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified
4 Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be
5 established by the Settlement Administrator. Defendants shall provide all information necessary for
6 the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
7 state unemployment insurance tax ID number, and other information requested by the Settlement
8 Administrator, no later than twenty-one (21) business days after the Effective Date.

9 39. Distribution of the Gross Settlement Amount. Within ten (10) business days of the
10 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
11 Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved
12 Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and
13 Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator
14 shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and
15 withholding, and timely forward these to the appropriate government authorities.

16 40. Settlement Checks. The Settlement Administrator will be responsible for undertaking
17 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
18 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
19 Aggrieved Employees in accordance with this Settlement Agreement. When issuing payments, the
20 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
21 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
22 Members and Aggrieved Employees are not required to submit a claim to be issued an Individual
23 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
24 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
25 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
26 associated with such canceled checks shall be distributed by the Settlement Administrator to the State
27 of California’s Unclaimed Property Division in the name of the Settlement Class Member and/or
28 Aggrieved Employee. The Parties agree that this disposition results in no “unpaid residue” under
California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to

1 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
2 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
3 amended and/or supplemental tax filings and reporting required under applicable local, state, and
4 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
5 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
6 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and Aggrieved
7 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
8 PAGA Settlement.

9 41. Class Settlement Release. Upon the Effective Date and full funding of the Gross
10 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
11 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
12 Released Class Claims.

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

17 43. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
19 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
20 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
21 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
22 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or
23 separation of employment with Defendants, which Plaintiff, at any time up until the execution of this
24 Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release
25 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,
26 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
27 law. Any and all rights granted under any state or federal law or regulation limiting the effect of this
28 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE

1 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

8 44. Final Approval Order and Judgment. Class Counsel shall provide the Settlement
9 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court.
10 No individualized notice of the Final Approval Order and Judgment to the Class will be required.

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

17 46. Effects of Termination or Rescission of Settlement. Termination or rescission of the
18 Settlement Agreement shall have the following effects:

19 a. The Settlement Agreement shall be void and shall have no force or effect, and
20 no Party shall be bound by any of its terms;

21 b. In the event the Settlement Agreement is terminated, Defendants shall have no
22 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
23 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
24 Administrator is notified that the Settlement has been terminated;

25 c. The Preliminary Approval Order and Final Approval Order and Judgment,
26 including any order certifying the Class, shall be vacated;

27 d. The Settlement Agreement and all negotiations, statements, and proceedings
28 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be

1 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

2 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
3 statements, or filings in furtherance of the Settlement (including all matters associated with the
4 mediation) shall be admissible or offered into evidence in the Action or any other action for any
5 purpose whatsoever; and

6 f. Any documents generated to bring the Settlement into effect, including the
7 filing of the Second Amended Complaint in this Action, will be null and void, and any order or
8 judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as
9 void from the beginning.

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

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

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

26 50. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
27 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
28 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final

1 Approval Hearing to be conducted by the Court.

2 51. Amendment or Modification. Prior to the filing of the motion for preliminary approval
3 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
4 except by written agreement signed by counsel for all Parties. After the filing of the motion for
5 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
6 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
7 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
8 constitute a waiver of any other provision.

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

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

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

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

56. Execution and Counterparts. This Settlement Agreement is subject only to the
execution of all Parties. However, this Settlement Agreement may be executed in one or more

counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

59. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

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

1 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
2 as evidence in any action or proceeding to establish any liability or admission on the part of Defendants
3 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
4 federal, state, local, or other applicable law.

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

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

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

18 64. All Terms Subject to Final Court Approval. All amounts and procedures described in
19 this Settlement Agreement herein will be subject to final Court approval.

20 65. Notices. All notices, demands, and other communications to be provided concerning
21 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
22 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
23 as follows:

24 To Plaintiff and Class Counsel:

25 Jonathan M. Genish
jgenish@blackstonepc.com
26 Barbara DuVan-Clarke
bdc@blackstonepc.com
27 Danielle L. GruppChang
dgruppchang@blackstonepc.com
28 P.J. Van Ert
pjvanert@blackstonepc.com

Melissa Rodriguez
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BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

To Belcan Defendants:
Teri A. Gibbs
tgibs@fisherphillips.com
Gregory Blueford
gblueford@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500 / Fax: (213) 330-4501

To PPG Defendants:
Shiva Shirazi Davoudian
sdavoudian@littler.com
Lauren Manso
lmanso@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East 5th Floor
Los Angeles, California 90067
Tel: (310) 553-0308 / Fax (310) 553-5583

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

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

IT IS SO AGREED.

PLAINTIFF IGNACIO DUENAS

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Dated: 02/26/2026

Ignacio Duenas

Plaintiff Ignacio Duenas

DEFENDANT BELCAN ENGINEERING GROUP, LLC

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Belcan Engineering Group, LLC

DEFENDANT BELCAN SERVICES GROUP LIMITED PARTNERSHIP

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Belcan Services Group, LP

DEFENDANT PRC-DESOTO INTERNATIONAL

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Prc-Desoto International

DEFENDANT SIERRACIN/SYLMAR CORPORATION

Dated: _____

Full Name: _____

Title: _____
On behalf of Defendant Sierracin/Sylmar Corporation

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

PLAINTIFF IGNACIO DUENAS

Dated: _____

Plaintiff Ignacio Duenas

DEFENDANT BELCAN ENGINEERING GROUP, LLC

Dated: Feb 25, 2026

JB

Full Name: Jared Barcenas

Title: AVP - Chief Counsel, Global Litigation
On behalf of Defendant Belcan Engineering Group, LLC

DEFENDANT BELCAN SERVICES GROUP LIMITED PARTNERSHIP

Dated: Feb 25, 2026

JB

Full Name: Jared Barcenas

Title: AVP - Chief Counsel, Global Litigation
On behalf of Defendant Belcan Services Group, LP

Dated: February 24, 2026

DEFENDANT PRC-DESOTO INTERNATIONAL

Sam Millikin

Full Name: Sam Millikin

Title: President and CEO
On behalf of Defendant Prc-Desoto International

Dated: February 24, 2026

DEFENDANT SIERRACIN/SYLMAR CORPORATION

Sam Millikin

Full Name: Sam Millikin

Title: President and CEO
On behalf of Defendant Sierracin/Sylmar Corporation

1
2 Dated: 02/26/2026

Annabel Blanchard
Barbara DuVan-Clarke
Danielle L. GruppChang
P.J. Van Ert
Melissa Rodriguez
Annabel Blanchard
Attorneys for Plaintiff Ignacio Duenas
and Proposed Class Counsel

7 **FISHER & PHILLIPS LLP**

8 Dated: _____

Teri A. Gibbs
Gregory Blueford
Attorneys for Defendant Belcan Engineering
Group, LLC and Belcan Services Group, LP

12 **LITTLER MENDELSON, P.C.**

14 Dated: _____

Shiva Shirazi Davoudian
Lauren Manso
Attorneys for Defendant PRC-Desoto
International and Sierracin/Sylmar Corporation

1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: _____

Barbara DuVan-Clarke
Danielle L. GruppChang
P.J. Van Ert
Melissa Rodriguez
Annabel Blanchard
*Attorneys for Plaintiff Ignacio Duenas
and Proposed Class Counsel*

9 **FISHER & PHILLIPS LLP**

10 Dated: February 25, 2026



Teri A. Gibbs
Gregory Blueford
*Attorneys for Defendant Belcan Engineering
Group, LLC and Belcan Services Group, LP*

14 **LITTLER MENDELSON, P.C.**

15
16 Dated: February 24, 2026



Shiva Shirazi Davoudian
Lauren Manso
*Attorneys for Defendant PRC-Desoto
International and Sierracin/Sylmar Corporation*

EXHIBIT 2

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

FILED
Superior Court of California
County of Los Angeles
03/11/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Zavala Deputy

Ignacio Duenas v. Belcan Engineering Group, LLC, et al.

Case No.: 22STCV34198

Hearing: March 11, 2026

FINAL RULING

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$1,775,000**, non-reversionary. (¶12.t)
- The Net Settlement Amount ("Net") (**\$998,250**) is the GSA minus the following:
 - Up to **\$621,250** (35%) for attorney fees (¶15);
 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$15,000** for an Enhancement Payment to the Named Plaintiff (¶16);
 - Up to **\$15,500** for settlement administration costs (¶18); and
 - Payment of **\$90,000** PAGA penalty (75% or \$67,500 to the LWDA; and 25% or \$22,500 to the Aggrieved Employees). (¶17)
- Defendants shall pay the Employer Taxes in addition to the Gross Settlement Amount. (¶12.o)
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **August 31, 2026** and will be heard on **October 6, 2026 at 8:30 am**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **September 8, 2026** at 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

Plaintiff Ignacio Duenas sues his former employer, Defendants Belcan Engineering Group, LLC, Belcan Services Group Limited Partnership, PRC-DeSoto International, Inc. and Sierracin/Sylmar Corporation (together, "Defendants"), for alleged wage and hour violations. Defendants Belcan Engineering Group, LLC and Belcan Services Group Limited Partnership, provides engineering, consulting, and technical services to various industries such as aerospace, defense, automotive, energy, industrial, and manufacturing. They provide staffing to multiple companies, such as co-Defendants PRC – DeSoto International, and Inc., Sierracin/Sylmar Corporation. Plaintiff seeks to represent a class of Defendants' current and former non-exempt employees.

On October 14, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and to Defendants Belcan Engineering Group, LLC, Belcan Services Group Limited Partnership, PRC-DeSoto International, Inc. and Sierracin/Sylmar Corporation of the specific provisions of the California Labor Code alleged to have been violated by Defendants. On October 2, 2025 Plaintiff submitted an amended written notice to the LWDA by online submission.

On October 24, 2022, Plaintiff filed a Class Action Complaint for Damages against Defendants. On January 13, 2023, Plaintiff filed a First Amended Complaint which added a cause of action for civil penalties pursuant to the California Private Attorneys General Act, Labor Code §§2698, et seq. ("PAGA"). On April 26, 2023, Plaintiff filed an Amendment to the First Amended Complaint to add defendant PRC-Desoto International, Inc. to the Action.

On January 24, 2025, the parties participated in a formal mediation conducted by Monique Ngo-Bonnici, which ultimately resulted in settlement with the assistance of the mediator's evaluations. The terms of settlement are finalized in the long-form *Stipulation of Class Action and PAGA Settlement* ("Settlement Agreement"), a copy of which is attached to the Declaration of Annabel Blanchard ("Blanchard Decl.") as Exhibit 3.

On October 13, 2025, Plaintiff filed the operative Second Amended Complaint which alleges causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to provide compliant wage statements, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to reimburse business expenses, and for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

On December 19, 2025, the Court issued a tentative ruling ordering the parties to address certain deficiencies with the proposed settlement. In response, Class Counsel filed the Amended Settlement Agreement attached as Exhibit 4 to the Supplemental Declaration of Annabel Blanchard filed February 24, 2026, but that Amended Settlement Agreement was not fully executed. On March 2, 2026, Plaintiff Duenas filed a SUPPLEMENTAL DECLARATION OF ANNABEL BLANCHARD IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, which attached an identical but fully executed copy of the Amended Settlement Agreement. All references below are to that agreement.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- “Class” or “Class Member(s)” means all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at the PPG Defendants’ facilities in the State of California during the Class Period. (¶12.e)
- “Class Period” means the period from October 24, 2018 through February 12, 2025. (¶12.i)
- “Aggrieved Employee(s)” are all current or former non-exempt employees of Belcan Engineering Group, LLC who were placed to work at PPG Defendants’ facilities in the State of California during the PAGA Period. (¶12.a)
- “PAGA Period” means the period from October 24, 2021 through February 12, 2025. (¶12.bb)
- “Settlement Class” or “Settlement Class Member(s)” means all Class Members who do not submit a timely and valid Request for Exclusion. (¶12.oo)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$1,775,000**, non-reversionary. (¶12.t)
 - “Belcan Settlement Amount” means the amount of One Million One Hundred Fifty Thousand Dollars and Zero Cents (\$1,150,000.00) to be paid by the Belcan Defendants. (¶12.d)
 - “PPG Settlement Amount” means the sum of Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) to be paid by PPG Defendants. (¶12.gg)
 - Escalator Clause: Defendants have represented that the Class Members worked a total of 49,237 Workweeks from October 24, 2018 to February 3, 2025. If it is determined by the Settlement Administrator that the total number of Workweeks released by the Class Members during the Class Period actually exceeds 49,237 by more than 5% (i.e., if the Workweeks exceed 51,699), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members

above 5%. For example, if the number of Workweeks increases by 6%, then the Gross Settlement Amount will increase by 1%. (¶19)

- The Net Settlement Amount (“Net”) (**\$998,250**) is the GSA minus the following:
 - Up to **\$621,250** (35%) for attorney fees (¶15);
 - Up to **\$35,000** for litigation costs (*Ibid.*);
 - Up to **\$15,000** for an Enhancement Payment to the Named Plaintiff (¶16);
 - Up to **\$15,500** for settlement administration costs (¶18); and
 - Payment of **\$90,000** PAGA penalty (75% or \$67,500 to the LWDA). (¶17)
- Defendants shall pay the Employer Taxes in addition to the Gross Settlement Amount. (¶12.o)
- There is no claim form requirement. (Notice p. 1)
- Individual Settlement Payment Calculation: After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual Settlement Share. (¶20.b)
 - PAGA Payments: The Settlement Administrator will divide the Aggrieved Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all Aggrieved Employees to yield the “Pay Period Value,” and multiply each Aggrieved Employee’s individual Pay Periods by the Pay Period Value to yield each Aggrieved Employee’s Individual PAGA Payment. (¶21)
 - Tax Allocation: Class Members’ Individual Settlement Shares will be allocated as follows: 20% as wages, 40% as interest, and 40% as penalties and non-wage damages. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties. (¶22)
- Response Deadline: “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (¶12.II)
 - If Settlement Class Members representing more than an aggregate total of five percent (5%) of the outstanding workweeks submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. (¶35)
- Funding of Settlement: No later than twenty-one (21) business days after the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the Settlement Administrator. (¶38)

- Disbursement: Within ten (10) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely forward these to the appropriate government authorities. (¶139)
- Uncashed Settlement Checks: Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks shall be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or Aggrieved Employee. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they cash their settlement checks. (¶140)
- The settlement administrator will be Apex Class Action, LLC. (¶12.mm)
- The proposed Settlement Agreement was submitted to the LWDA on October 13, 2025. (Blanchard Decl., Exhibit 4.)
- Participating class members and the named Plaintiff will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? On January 24, 2025, the parties participated in a formal mediation conducted by Monique Ngo-Bonnici, which ultimately resulted in settlement with the assistance of the mediator's evaluations. (Blanchard Decl., ¶14.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that prior to mediation, Defendants produced a sampling of putative class members' time and pay records as well as Defendants' relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (*Id.* at ¶25.)

3. Is counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at Exhibit 1.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure
Meal Period Violations	\$964,970
Rest Period Violations	\$1,929,941
Unpaid Wages (Off-the-Clock)	\$964,970
Unpaid Overtime	\$1,447,697
Unreimbursed Business Expenses	\$251,260
Waiting Time Penalties	\$1,246,128
Wage Statement Penalties	\$2,415,550
PAGA Penalties	\$2,512,600
Total	\$11,733,116

(Blanchard Decl., ¶¶28-41.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Class Counsel estimated Defendants' maximum damages at \$11,733,116. Class Counsel obtained a \$1,775,000 non-reversionary settlement. This is approximately 15.1% of Plaintiff's estimated maximum recovery which, given the uncertain outcomes, is within the "ballpark" of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately \$998,250 to be divided among approximately 261 class members. Assuming full participation, the resulting payments will average approximately \$3,824.71 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement is preliminarily deemed “fair, adequate, and reasonable.”

3. Scope of the release

- Class Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (¶41)
 - “Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid sick leave), provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, failure to maintain accurate payroll records, and failure to reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, et seq. (¶12.hh)
- PAGA Settlement Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. (¶42)
 - “Released PAGA Claims” means any and all claims arising from any of the factual allegations in the Amended PAGA Letter, and Operative Complaint, , arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 et seq., which shall specifically include claims for Defendants’ alleged failure to pay all wages (including minimum, regular, overtime double time, on-call time, reporting time, paid sick leave), provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, failure to maintain accurate payroll records, and failure to reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order. (¶12.ii)
 - Class Members who exclude themselves from the Class Settlement, shall still receive an Individual PAGA Payment and release all claims for penalties pursuant to the PAGA during the PAGA Period. (¶32)

- “Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors, and assigns, including PPG Industries, Inc. (¶12.jj)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶43)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no “ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 261 class members. (Blanchard Decl., ¶17.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendants’ records. (Blanchard Decl., ¶17.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiff alleges that Defendants denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. These policies and practices meant that Defendants allegedly failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that Defendants’ policies and practices were uniform as to all Class Members. (MPA at 16:15-20.)

As to typicality, Plaintiff alleges that his claims are similar to those of the other Class Members and that Plaintiff’s claims arise out of the same alleged course of conduct giving rise to the claims of the other Class Members. (*Id.* at 16:28-17:3.)

As to adequacy, Plaintiff represents that he is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declaration of Ignacio Duenas, ¶¶2-9.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Supplemental Declaration of Annabel Blanchard as Exhibit 5. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (¶18)

2. Method of class notice.

Within twenty one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. (¶29) Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as Exhibit A to the Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator. (¶30.a)

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within ten (10) calendar days. (¶30.b) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶44)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$15,500**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by

the parties to the contrary, “the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable.” (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$621,250** (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **\$35,000**) by detailing how they were incurred.

7. Incentive Award

The Settlement Agreement provides for an enhancement award of up to **\$15,000** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit’” (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties’ Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount (“GSA”) is **\$1,775,000**, non-reversionary. (¶12.t)
- The Net Settlement Amount (“Net”) (**\$998,250**) is the GSA minus the following:
 - Up to **\$621,250** (35%) for attorney fees (¶15);
 - Up to **\$35,000** for litigation costs (*ibid.*);
 - Up to **\$15,000** for an Enhancement Payment to the Named Plaintiff (¶16);

- Up to **\$15,500** for settlement administration costs (¶18); and
- Payment of **\$90,000** PAGA penalty (75% or \$67,500 to the LWDA; and 25% or \$22,500 to the Aggrieved Employees). (¶17)
- Defendants shall pay the Employer Taxes in addition to the Gross Settlement Amount. (¶12.o)
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **August 31, 2026** and will be heard on **October 6, 2026 at 8:30 am**. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for **September 8, 2026** at 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.
IT IS SO ORDERED.

DATED: March 11, 2026



Elaine Lu

Elaine Lu / Judge
Judge of the Superior Court

EXHIBIT 3

- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.
- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative

wage and hour action pursuant to PAGA.

- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour

action pursuant to PAGA.

- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of

representative wage and hour action pursuant to PAGA.

- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA

- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and

hour action pursuant to PAGA.

- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No.

CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles

County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 4

List of Expenses Items - 3/12/2026

Date	Type of Expense	Title	Amount
3/15/2022	Mailing	Welcome Package to Ignacio Duenas	\$7.37
3/15/2022	Mailing	Ignacio Duenas Records Request - Belcan Engineering Group LLC	\$7.33
3/15/2022	Mailing	Ignacio Duenas Records Request - CSC Lawyers Incorporating	\$7.33
3/15/2022	Mailing	Ignacio Duenas Records Request - PPG Aerospace	\$7.33
5/18/2022	Mailing	Ignacio Duenas Follow Up Records Request - CSC Lawyers Incorporating	\$7.33
5/18/2022	Mailing	Ignacio Duenas Follow Up Records Request - PPG Aerospace	\$7.82
5/18/2022	Mailing	Ignacio Duenas Follow Up Records Request - PPG Industries Inc.	\$7.82
10/14/2022	Filing	PAGA Filing	\$75.00
10/17/2022	Mailing	PAGA Letter - PPG Industries Inc.	\$7.82
10/17/2022	Mailing	PAGA Letter - Belcan Engineering Group LLC	\$7.82
10/17/2022	Mailing	PAGA Letter - CSC Lawyers Incorporating	\$7.82
10/17/2022	Mailing	PAGA Letter - CT Corporation System	\$7.82
10/17/2022	Mailing	PAGA Letter - PPG Aerospace	\$7.82
10/31/2022	Filing	First Legal Network - Summons & Complaint Packet	\$1,530.10
10/31/2022	Service	First Legal Network - Summons & Complaint Packet	\$130.51
10/31/2022	Service	First Legal Network - Summons & Complaint Packet	\$222.88
10/31/2022	Filing	First Legal Network - Proof of Personal Service	\$37.70
11/23/2022	Mailing	Notice of Entry of Order re: Complex Case Determination - Belcan Engineering Group, LLC	\$0.57
11/23/2022	Mailing	Notice of Entry of Order re: Complex Case Determination - CSC Lawyers Incorporation Service	\$0.81
11/23/2022	Mailing	Notice of Entry of Order re: Complex Case Determination - CT Corporation System	\$0.81
11/23/2022	Mailing	Notice of Entry of Order re: Complex Case Determination - PPG Aerospace	\$0.81
11/23/2022	Mailing	Notice of Entry of Order re: Complex Case Determination - PPG Industries, Inc	\$0.81
11/30/2022	Filing	First Legal Network - Notice of Entry of Order re: Complex Case Determination	\$37.70
1/31/2023	Filing	First Legal Network - Amended Complaint	\$39.95
1/31/2023	Filing	First Legal Network - Initial Status Conference Report	\$83.70
1/31/2023	Service	First Legal Network - Initial Status Conference Report	\$33.00
4/16/2023	Other	Case Anywhere - System Access	\$114.00
4/30/2023	Filing	First Legal Network - Joint Status Conference Report	\$39.95
4/30/2023	Service	First Legal Network - Joint Status Conference Report	\$33.00
4/30/2023	Filing	First Legal Network - Amendment to Complaint	\$39.95
7/2/2023	Other	Case Anywhere - System Access	\$147.00
7/31/2023	Filing	First Legal Network - Declaration of Ignacio Duenas ISO Plaintiffs Opposition RE: Arbitration	\$83.70
8/10/2023	Mediation	Payment to Judicate West Invoice	\$375.00
8/31/2023	Filing	First Legal Network - Notice of Acknowledgment of Receipt	\$39.95
9/11/2023	Other	Los Angeles Superior Court Receipt - Document Purchase	\$5.40
10/5/2023	Other	Case Anywhere - System Access	\$147.00
12/8/2023	Mailing	Mailing Check to Judicate West	\$0.63
1/4/2024	Other	Case Anywhere - System Access	\$135.00
2/14/2024	Filing	Steno - Joint Stipulation	\$86.95
2/15/2024	Filing	Steno - Joint Stipulation to Further Stay	\$86.95
4/2/2024	Other	Case Anywhere - System Access	\$135.00
4/16/2024	Filing	Steno - Stipulation; POS	\$126.95
4/16/2024	Service	Steno - CCD: Stipulation; POS	\$175.00
7/2/2024	Other	Case Anywhere - System Access	\$141.00
10/1/2024	Other	Case Anywhere - System Access	\$135.00
12/31/2024	Filing	Steno - Jointly CM Order	\$99.95
1/3/2025	Filing	Steno - Notice of Case Reassignment	\$59.95
1/20/2025	Other	Case Anywhere - System Access	\$153.00
1/20/2025	Mediation	Payment to Signature Resolution, LLC.	\$5,531.75
2/5/2025	Other	Case Anywhere - System Access	\$51.00
2/21/2025	Mediation	Payment to Signature Resolution, LLC.	\$5,000.00
2/21/2025	Mailing	Mailing Check to Signature Resolution, LLC.	\$5.54
3/4/2025	Filing	Steno - Notice of Withdrawal of Counsel	\$59.95
3/5/2025	Other	Case Anywhere - System Access	\$51.00
3/7/2025	Consulting	Payment to Berger Consulting Group	\$3,465.00
3/20/2025	Mediation	Payment to Signature Resolution, LLC.	\$2,537.50
5/2/2025	Other	Case Anywhere - System Access	\$45.00
6/18/2025	Other	Case Anywhere - System Access	\$45.00
6/27/2025	Filing	Steno - Joint Stipulation to Continue	\$86.95
6/30/2025	Service	Steno - CCD: Joint Stipulation to Continue	\$99.00
7/8/2025	Filing	Steno - Notice of Order	\$59.95
7/11/2025	Filing	Steno - Joint Status Report and Notice of Settlement	\$59.95
7/15/2025	Other	Case Anywhere - System Access	\$57.00
7/21/2025	Filing	Steno - Notice to Deffendants RE: Court Order RE: Notice of Settlement	\$59.95

List of Expenses Items - 3/12/2026

8/4/2025	Other	Case Anywhere - System Access	\$57.00
9/2/2025	Other	Case Anywhere - System Access	\$45.00
10/1/2025	Other	Case Anywhere - System Access	\$45.00
10/2/2025	Mailing	Amended PAGA Letter - Fisher & Phillips, LLP	\$10.44
10/2/2025	Mailing	Amended PAGA Letter - Littler Mendelson, P.C.	\$10.44
10/7/2025	Filing	Steno - Joint Stipulation and Order	\$86.95
10/9/2025	Filing	Steno - Joint Statement	\$59.95
10/14/2025	Filing	Steno - Motion for Preliminary Approval & Support Docs.	\$180.95
10/23/2025	Filing	Steno - Second Amended Class Action Complaint	\$59.95
11/3/2025	Other	Case Anywhere - System Access	\$99.00
12/17/2025	Filing	Steno - Declaration of Annabel Blanchard	\$99.95
1/27/2026	Other	Case Anywhere - System Access	\$51.00
2/26/2026	Filing	Steno - Supplemental Declaration	\$99.95
2/27/2026	Other	Case Anywhere - System Access	\$45.00
3/4/2026	Filing	Steno - Supplemental Declaration	\$59.95
3/18/2026	Filing	Steno - Notice of Entry of Judgment and Order	\$59.95
3/27/2026	Other	Case Anywhere - System Access	\$63.00
4/23/2026	Other	Case Anywhere - System Access	\$57.00
5/22/2026	Other	Case Anywhere - System Access	\$45.00
6/1/2026	Other	Case Anywhere - System Access	\$45.00

Filing	Estimated Cost - Steno: Motion for Final Approval ("MFA") and Supporting Documents	\$	180.95
Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order (MFA)	\$	59.95
Filing	Estimated Cost - Steno: Administrator's Final Report	\$	59.95

Total: \$ 23,441.98