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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other
members of the general public similarly
situated

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a
California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-
CXC

Assigned to Hon. Layne H. Melzer
Department CX-102

CLASS ACTION

**DECLARATION OF AARON C.
GUNDZIK IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: January 22, 2026
Time: 2:00 p.m.
Dept.: CX-102

Action Filed: November 16, 2022

I, Aaron C. Gundzik, declare as follows:

1. I am a partner at Gundzik Gundzik Heeger LLP, co-counsel for Plaintiffs
Everlin Blanco and Rudy Ramirez. This Declaration is submitted in support of Plaintiffs'
Motion for Final Approval of Class Action Settlement.

1 2. I am admitted to practice law in the state of California. I have personal
2 knowledge of the matters set forth herein, and, if called as a witness, could competently
3 testify thereto.

4 3. I am familiar with California law governing wages owed to employees,
5 including but not limited to California Labor Code Sections 201, 202, 204, 226(a), 226.7,
6 501, 512(a), 1174(d), 1184, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, 2802, California
7 Business and Profession Codes 17200 *et seq.*, and the Wage Orders of the Industrial Welfare
8 Commission.

9 4. There are no conflicts that would prevent me from serving as Class Counsel
10 in this matter.

11 5. A true and correct copy of the Settlement Agreement is attached hereto as
12 “**EXHIBIT A.**” A true and correct copy of the Court’s Order Granting Preliminary
13 Approval of the Settlement is attached hereto as “**EXHIBIT B.**” Pursuant to the terms of the
14 proposed settlement, Defendant will pay a Gross Settlement Amount (GSA) of \$750,000.
15 After proposed deductions, as approved by the Court, the Net Settlement Amount will be
16 approximately \$365,713.54, all of which will be available to distribute to settlement Class
17 members. The parties propose making the following payments from the GSA:

18 (a) Settlement Administration costs of \$6,850;

19 (b) A payment to the California Labor and Workforce Development Agency
20 (“LWDA”) in the amount of \$56,250 and a payment of \$18,759 to the
21 PAGA Members;

22 (c) A Service and Release Award to Class Representative Everlin Blanco in
23 the amount of \$7,500;

24 (d) A Service and Release Award to Class Representative Rudy Ramirez in
25 the amount of \$7,500;

26 (e) Class Counsel’s Attorneys’ Fees in the amount of \$262,500, which is
27 35% of the Gross Settlement Amount; and
28

1 (f) Class Counsel’s actual litigation costs and expenses in the amount of
2 \$24,936.46.

3 The remaining Net Settlement Amount of \$365,713.54, will be distributed to the settlement
4 Class Members according to the formula in the Settlement Agreement. See Ex. 1, ¶ IV(L).

5 6. Paragraph IV(I) of the Settlement Agreement includes an escalator clause
6 which was to be triggered if Qualifying Workweeks exceeded 27,132. Upon receipt of the
7 Class Data, the administrator advised us that the data did not trigger the Escalation Clause
8 with respect to the Qualifying Workweeks.

9 7. Paragraph IV(I) of the Settlement Agreement also includes a clause whereby
10 Should the total number of Pay Periods worked by PAGA Members during the PAGA
11 Action period increase by more than 10%, then Defendant had the option to either (1)
12 increase the Gross Settlement Amount on a pro-rata basis to the percentage increase in the
13 number of Pay Periods worked by the PAGA Members above 10%, or (2) shorten the
14 PAGA Release Period so that it would end on the last day on which the Pay Periods worked
15 by PAGA members did not exceed 10% of the number of PAGA Pay Periods estimated at
16 the time of the mediation. Upon receipt of the Class Data, the administrator advised us that
17 the data did trigger the Escalation Clause with respect to the number of PAGA Pay Periods.
18 Based on that information, Defendant opted to shorten the PAGA Release Period to July 13,
19 2024.

20 **Preliminary Approval of Settlement**

21 8. On February 11, 2025, Plaintiffs filed their Motion for Preliminary Approval
22 of Class Action Settlement with supporting declarations.

23 9. On May 21, 2025, the Court issued a tentative ruling requesting revisions to
24 the original Settlement Agreement.

25 10. On July 2, 2025, Plaintiffs filed the Supplemental Declaration of Aaron
26 Gundzik which attached the Fully Executed First Amended Stipulation of Class Action
27 Settlement (“Settlement Agreement”).
28

1 11. On July 3, 2025, Defendant filed a declaration in support of the proposed
2 settlement.

3 12. On July 16, 2025, the Court issued a tentative ruling regarding notifications
4 sent to the LWDA.

5 13. On August 19, 2025, Plaintiffs filed a second Supplemental Declaration of
6 Aaron Gundzik which responded to the issues raised in the Court's July 16, 2025, tentative
7 ruling.

8 14. On September 19, 2025, the Court granted preliminary approval of the
9 settlement and approved the notice of settlement prepared by the parties.

10 **Settlement Administration**

11 15. The settlement is being administered by Phoenix Settlement Administrators.
12 ("Phoenix" or "Settlement Administrator"). Until distribution, the Gross Settlement Amount
13 will be held in a Qualified Settlement Fund established by the Settlement Administrator.
14 Phoenix's fee for the costs of administration of the settlement is \$6,850.

15 16. The notification process was fairly administered. As set forth in the
16 Declaration of Jarrod Salinas, Phoenix Case Manager, on October 15, 2025, Phoenix sent
17 the Notice of Settlement to the Class Members' last-known address as specified in the
18 Court's Order granting preliminary approval of class action settlement. Of those, no notices
19 were returned and/or determined to be undeliverable.

20 17. As set forth in the TPA's declaration, as of the date of this Declaration,
21 Phoenix has received no opt-outs and no objections. Class Counsel have not received any
22 objections or opt out notices from any Class Members. Because this is an opt-out Class, all
23 243 Class Members will receive a settlement payment, which is a 100 % participation rate.
24 That participation rate, together with the absence of any objectors, provides a strong
25 indication that the settlement is fair and adequate, and that Class Members believe it to be
26 so.

1 **Request for Attorneys' Fees and Costs**

2 18. The preliminarily approved settlement provides for the payment of up to
3 thirty-five percent of the gross settlement amount (\$262,500) to Class Counsel for attorneys'
4 fees and up to \$25,000 for Class Counsel's reasonable costs and expenses. This request is
5 fair, reasonable and adequate to compensate Class Counsel for the substantial work we have
6 put into this case and the risk we assumed by taking it. The attorneys' fees award is intended
7 to reimburse Class Counsel for all the uncompensated work that we have already done and
8 for all the work we will continue to do in carrying out and overseeing the administration of
9 the settlement. We are requesting that the Court compensate Class Counsel on a contingency
10 basis in light of the benefit provided to the Class and because a lodestar analysis confirms
11 the reasonableness of the contingency fee.

12 **Summary of Class Counsel's Experience**

13 19. I have been practicing law in Southern California for more than 35 years. I
14 graduated from the University of Southern California Law School in 1987 and have been a
15 member of the California bar since 1987. For my first 14 years of practice, I worked in the
16 Los Angeles office of a large international law firm, then known as LeBoeuf, Lamb, Greene
17 & MacRae, first as an associate and then as an equity partner. I left that firm in 2001 and
18 formed Cotton & Gundzik LLP. In 2020, my partners and I formed GGH. Throughout my
19 career, I have been involved in the litigation of complex cases, including securities,
20 consumer and wage and hour class actions. Presently, I am Plaintiff's counsel in
21 approximately ten class actions in various stages of litigation. I have served as class counsel
22 in numerous wage and hour class actions that have already settled. And I successfully
23 represented a class of service technicians at trial and through appeal in *Gonzalez v.*
24 *Downtown LA Motors, LP*, 215 Cal. App. 4th 36 (2013), which helped establish the law
25 regarding an employee's right to be paid for all time under an employer's control, including
26 nonproductive time, and is one of the bases for California Labor Code section 226.2.

27 20. Rebecca Gundzik, who is also a partner at my law firm, is working with me
28 extensively on this case. Ms. Gundzik graduated from the University of Southern California

1 Law School in 1988 and has been a member of the California bar since 1988. In her 36-year
2 legal career, Ms. Gundzik worked at Loeb & Loeb and worked at Allen Matkins Leck
3 Gamble Mallory & Natsis LLP for fifteen years. Ms. Gundzik has also had significant
4 experience with complex cases, including real estate, business, and consumer and wage and
5 hour class actions. She works with me on all of my class action matters and was my co-
6 counsel at the trial of *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th at 36.

7 21. I and/or I and Rebecca Gundzik have been appointed as class counsel in the
8 following wage and hour class actions:

- 9 a. *Gonzalez v. Downtown LA Motors*, 215 Cal. App. 4th 35 (2013)
- 10 b. *Aboyte v. Sunrise Ford, Inc.*, Los Angeles County Superior Court Case No.
11 BC521274
- 12 c. *Alshamri v. Ford of Santa Monica, Inc.*, Los Angeles County Superior Court
13 Case No. BC529007
- 14 d. *Altschuler v Sedgwick Claims Management Services, Inc.*, Los Angeles
15 County Superior Court Case No. 21STCV06933
- 16 e. *Bromberg v. Fidelity National Information Services*, United States District
17 Court, Central District of California Case No. 2:15-CV-7930
- 18 f. *Burciaga v. Superior Thread Rolling Company*, Los Angeles County
19 Superior Court Case No. BC585143
- 20 g. *Centino v. Arrowhead Products Corporation*, Orange County Superior Court
21 Case No. 30-2018-00988493
- 22 h. *Caesar-Roden v Yoga Works, Inc.*, Los Angeles County Superior Court Case
23 No. BC711991
- 24 i. *Claim Jumper Restaurants Wage and Hour Cases*, JCCP No. 4916
- 25 j. *ClubCorp Wage and Hour Cases*, Orange County Superior Court Case No.
26 30-2-2—01137085 (JCCP No. 5138)
- 27 k. *Cypress Security Wage and Hour Cases*, Los Angeles County Superior Court
28 Case No. BC672405 (JCCP No. 4963)

- 1 l. *Davalos v. La Superior*, Sacramento County Superior Court Case No. 34-
2 2021-00305182-CU-OE-GDS
- 3 m. *Dittmar v. Costco*, S.D. Cal. No. 3-14-CV-1156
- 4 n. *Franco v. Gentry Brothers, Inc.*, Los Angeles County Superior Court Case
5 No. BC586571
- 6 o. *Gallegos v. EC Holdings Inc.*, Los Angeles County Superior Court Case No.
7 BC616867
- 8 p. *Gonzales v. Manrika, Inc.*, Los Angeles County Superior Court Case No.
9 BC570534
- 10 q. *Grieg v. Food on Time, Inc.*, at al., Los Angeles County Superior Court Case
11 No. BC684566
- 12 r. *Guillen v. Grasshopper House, LLC*, Los Angeles County Superior Court
13 Case No. BC685116
- 14 s. *Hall v. Culpepper & Associates Security Services, Inc.*, Los Angeles County
15 Superior Court Case No. 20STCV15317
- 16 t. *Haskins v. Walmart, et al.*, San Diego County Superior Court Case No. 37-
17 2019-00020149-CU-OE-NC
- 18 u. *Hamilton v. BlueMercury, Inc.*, Los Angeles County Superior Court Case No.
19 BC625829
- 20 v. *Henriquez v. NGU Transport LLC*, Los Angeles County Superior Court No.
21 BC714165
- 22 w. *Hernandez v. The Bicycle Casino LP*, Los Angeles County Superior Court
23 Case No. BC628414
- 24 x. *Honeine v. PMB Motorcars, LLC*, Los Angeles County Superior Court Case
25 No. BC530827
- 26 y. *Hughes v. Jeffrey Lee Galitz, MD, a Professional Medical Corp.*, Los
27 Angeles County Superior Court Case No. 21STCV30732
- 28

- 1 z. *Jimenez v. El Proyecto Del Barrio, Inc.*, Los Angeles County Superior Court
2 No. 19STCV18696
- 3 aa. *Jimenez v. PPG Industries, Inc.*, Los Angeles County Superior Court Case
4 No. BC613324
- 5 bb. *Kaelberer v. Long Beach Eurocars LLC*, Los Angeles County Superior Court
6 Case No. BC521275
- 7 cc. *Kuenstle v. Childrens Hospital Los Angeles Medical Group, Inc.*, Los
8 Angeles County Superior Court Case No. BC653858
- 9 dd. *Kussner v. MV Public Transportation, Inc.*, Los Angeles County Superior
10 Court Case No. 21STCV12259
- 11 ee. *Maravilla v. Motion Picture Television Fund*, Los Angeles County Superior
12 Court Case No. BC690494
- 13 ff. *Medina v. Kaweah Pump, Inc.*, Tulare County Superior Court No. 265579
- 14 gg. *Mendez v WTMG, Inc.*, San Joaquin County Superior Court Case No. STK-
15 CV-UOE-2021-0009144
- 16 hh. *Mendoza v. Quanta Computer, USA, Inc.*, Alameda County Superior Court
17 No. RG11589781
- 18 ii. *Mitchiner v. Cox Target Media, Inc.*, Los Angeles County Superior Court
19 Case No. 19STCV00319
- 20 jj. *Munoz v. Dependable Highway Express, Inc.*, Los Angeles County Superior
21 Court Case No. BC535931
- 22 kk. *Nava v. Pacific Coast Sightseeing Tours & Charters, Inc.*, Los
23 Angeles County Superior Court Case No. BC685681
- 24 ll. *Ortiz v. Roberts Tool Co., Inc.*, Los Angeles County Superior Court Case No.
25 BC626244
- 26 mm. *Otis v. Ray Stone Incorporated*, Sacramento County Superior Court Case
27 No. 34-2019-00269952
- 28

1 nn. *Parrilla v Monster Energy Company*, Los Angeles County Superior Court
2 Case No. 21STCV25855
3 oo. *Perez v. The Parsons Group, Inc.*, Santa Barbara County Superior Court
4 Case No. 19CV01203
5 pp. *Poland v. Glen Ivy Hot Springs, Inc.*, Riverside County Superior Court No.
6 RIC1312130
7 qq. *Saavedra v. Cliff View Terrace, Inc.*, Santa Barbara County Superior Court
8 Case No. 17CV02531
9 rr. *Santiago v. Univar Solutions, Inc.*, Los Angeles County Superior Court Case
10 No.21STCV25600
11 ss. *Schneider v. Inner City Education Foundation*, Los Angeles County
12 Superior Court Case No. BC617827
13 tt. *Sheppard v Ghirardelli Chocolate Company*, Alameda County Superior
14 Court Case No. 22CV020713
15 uu. *Stadnik v. Leon's Transmission Service, Inc.*, Los Angeles County Superior
16 Court Case No. 19STCV44253
17 vv. *Surveillance Security Wage and Hour Cases*, JCCP 4969
18 ww. *T.J. Maxx Wage and Hour Cases*, JCCP 5097
19 xx. *Vatralova v. Sears, Roebuck and Co.*, Los Angeles County Superior Court
20 Case No. BC515650
21 yy. *Villalobos v. Pedego, Inc.*, Orange County Superior Court Case No. 30-2019-
22 01102461
23 zz. *Watson v. Aegis Security & Investigations Inc.*, Los Angeles County Superior
24 Court Case No. BC695411
25 aaa. *Wysocki v. Color Spot Nurseries, Inc.*, San Luis Obispo County Superior
26 Court No. 14CVPO138
27 bbb. *Yoo v NGL Transportation LLC*, Los Angeles County Superior Court Case
28 No. BC682160

ccc. *Yoo v. South Coast Transportation & Distribution, Inc.*, Los Angeles County
Superior Court Case No. BC682120

22. Each of the cases listed in the preceding paragraph and the cases still active
involve wage and hour issues similar to the legal and factual issues involved in this case.

Summary of Work Performed

23. As of December 18, 2025, Rebecca Gundzik and I spent a total of 96.7 hours
performing tasks and obtaining recovery in this matter. Attached hereto as “**EXHIBIT C**” is
an Attorney Task and Time Chart that sets forth in detail the nature of the legal services we
conducted through December 18, 2025.

24. As set forth above in Paragraphs 19-22 above, both Rebecca Gilbert Gundzik
and I have extensive litigation and class action experience. We have each been practicing
law for over 35 years and have been litigating class wage and hour matters for more than 15
years. The hourly rate charged by Gundzik Gundzik Heeger LLP for our services is \$750.
Additionally, we anticipate that between the two of us, we will spend an additional 20 hours
finalizing this motion, preparing for and appearing at the hearing, working with the
Settlement Administrator on the distribution, following up with Class Members and
preparing the distribution report for the Court. This additional 20 hours equates to another
\$15,000 in fees. At \$750 per hour, in total that amounts to 116.7 hours and \$87,525 in
attorneys’ fees.

25. After the parties reached the terms of a settlement in principle, we negotiated
the provisions of a lengthy settlement stipulation and participated in numerous conversations
and other communications about those documents with opposing counsel and our Co-
Counsel.

26. After the parties reached agreement on the details of the settlement
stipulation, we prepared the motion for preliminary approval and the supporting declarations
and proposed order. We then prepared the revised Class Notice, the amended settlement
agreement, and the supplemental papers required by the Court. After the Court
preliminarily-approved the settlement, we worked with the settlement administrator to

1 effectuate the notice to Class Members. We then oversaw the process of mailing settlement
2 notices. Finally, we worked on this Motion and the supporting declarations and other
3 documents.

4 27. Our work on the case will not end with the filing of this motion. We will need
5 to address any belated objections, appear for the hearing and then, if the motion is granted,
6 oversee the receipt and disbursement of settlement funds. As part of that process, we will
7 likely receive and respond to communications from Class Members about the settlement.

8 28. **“EXHIBIT C”** does not include approximately 20 additional hours to
9 finalize this Motion, prepare for and attend the hearing on this Motion, and time that I or
10 Ms. Gundzik will spend working with Phoenix and Defendant to implement the settlement
11 and communicate with Class Members regarding the disbursement of the settlement funds.
12 At our hourly rate of \$750, this additional time adds \$15,000 to our lodestar. Our total
13 loadstar will therefore be \$87,525 for 116.7 hours of attorney time.

14 29. My firm also incurred costs in this case that we have paid which include but
15 are not limited to fees and expenses for filing, copies, service of process, and postage and
16 delivery. **EXHIBIT D**, attached hereto, lists the expenses that my firm has incurred to date.
17 These expenses total \$1,093.21. We will incur additional filing fees in connection with this
18 Motion and filing the distribution report in the approximate amount of \$130, for total
19 expenses in the amount of **\$1,223.21**.

20 30. Defendant does not oppose the fees and costs being requested in this case.
21 Moreover, the Notice of Settlement mailed to Class Members stated the amount of fees
22 being requested by Class counsel. Not a single Class Member has objected to the requested
23 fee award.

24 31. I am familiar with the hourly rates charged by attorneys with similar
25 experience and expertise. My and Ms. Gundzik’s hourly rates of \$750 are well within the
26 range of rates charged by attorneys with similar expertise and experience. We have been
27 awarded these rates by numerous courts throughout the State of California. These rates are
28 comparable to those judicially-approved for other plaintiffs’ firms in California. *See, e.g., In*

1 *re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No.
2 2672, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check
3 supports the reasonableness of Class Counsel’s requested fees and approving partner billing
4 rates ranging from \$275 to \$1,600); *Dickey v. Advanced Micro Devices, Inc.*, No. 15-cv-
5 04922-HSG, 2020 WL 870928, at *8 (N.D. Cal. Feb. 21, 2020) (finding rates
6 between \$275 and \$1,000 for attorneys reasonable); *In re Yahoo! Inc. Customer Data Sec.*
7 *Breach Litig.*, No. 16-MD-02752-LHK, 2020 WL 4212811, at *26 (N.D. Cal. July 22, 2020)
8 (approving rates of \$450 to \$900 for partners, \$160 to \$850 for non-partner attorneys, and
9 \$50 to \$380 for staff members); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San
10 Francisco Super. Ct.) (approving partner rates between \$550 and \$850 per hour); and
11 *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates
12 of \$700 to \$825 an hour).

13 32. The 2020 Class Action Hourly Rate Survey, conducted by the National
14 Association of Legal Fee Analysis (NALFA), asked class action litigators from the nation’s
15 16 largest legal markets if their current regular hourly rate falls within a given range. The
16 NALFA survey shows that the average hourly rate for partners like me and Ms. Gundzik,
17 who have more than 20 years of experience, ranges between \$801-\$900. See **EXHIBIT E**.

18 33. Defense-side hourly rates are also relevant. In a survey of more than 250 U.S.
19 law firms conducted by the international accounting and consulting firm
20 PricewaterhouseCoopers ("PwC"), the median average 2020 billing rate for litigation equity
21 partners at AmLaw 25 firms was \$1,327/hour and for AmLaw 50 firms was \$1,206/hour.

22 34. Likewise, the following is a table of hourly rates which was prepared by a
23 Federal Court in *Xu v. Yamanaka*, No. 13-CV-3240 YGR, 2014 WL 3840105, at *4 (N.D.
24 Cal. Aug. 1, 2014):

Firm	Partner Range	Partner Average	Associate Range	Associate Avg.
Weil Gotshall		\$927	\$450–790	\$581
Latham & Watkins	\$895–1110	\$990	\$465–725	\$605
Paul Weiss	\$760–1120	\$1040	\$250–760	\$600
Skadden Arps	\$845–1150	\$1035	\$340–845	\$620
Willkie Farr	\$790–1090	\$950	\$350–790	\$580

1 These rates for partners include many who have less years of legal experience than Class
2 Counsel, as partnership positions usually begin after eight or nine years of work. I became a
3 partner at the national firm formerly known as LeBoeuf Lamb Greene & MacRae in 1995
4 but have been working in the legal field for twenty-seven years since that time and have
5 been working as an attorney for thirty-five years. Most of my former partners charge hourly
6 rates in excess of the hourly rate I am seeking. It is therefore reasonable to assume that these
7 average rates certainly apply to partners at these firms with thirty plus years of experience,
8 like Rebecca Gundzik and me. Our hourly rates have been approved by numerous courts
9 throughout the State of California.

10 35. Like my co-counsel, I submit that the Settlement Agreement is fair,
11 reasonable, and adequate, and is in the best interests of Plaintiffs and the Class Members.

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

14 DATED: December 29, 2025



Aaron C. Gundzik

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EXHIBIT A
(Settlement Agreement)

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-
CXC

**FIRST AMENDED STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: November 16, 2022

This First Amended Settlement Agreement completely replaces and nullifies the
Settlement Agreement executed by the Parties in November 2024.

I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS

This stipulation sets forth the terms of the settlement of a class and representative
action filed on behalf of current and former non-exempt employees who worked for Defendant
California Boiler, Inc., in California during the Class Period, as defined below. The Complaint
alleges causes of action against Defendant for (1) Violation of California Labor Code sections
510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and
512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7

(unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

Under the terms of the parties' Settlement and after final approval and entry of judgment pursuant to California Rule of Court 3.769, Defendant will pay a gross settlement amount of seven hundred and fifty thousand dollars (\$750,000) (the "Gross Settlement Amount"), plus the employer's share of payroll taxes. The Settlement will be administered by a third-party settlement administrator with experience administering class action settlements of this type. Until distribution, the Gross Settlement Amount will be held in a Qualified Settlement Fund established by the Settlement Administrator. This is an opt-out settlement, and Class Members (as defined in Section II) will receive a settlement payment unless they timely submit a Request for Exclusion. Settlement Class Members shall not be required to submit a claim form.

The Parties agree and propose that the following disbursements will be made from the Gross Settlement Amount, subject to Court approval at the Final Approval Hearing:

A. Settlement Administration Costs, not to exceed \$6,850.

B. Class Counsel's Attorneys' Fees, to be approved by the Court, in an amount not to exceed two hundred and sixty-two thousand five hundred dollars (\$262,500), which is 35% of the Gross Settlement Amount;

C. Class Counsel's Costs, as approved by the Court, not to exceed \$25,000;

D. Service Awards to Plaintiffs in the amount \$7,500 each, as payment for their time and efforts in pursuing this Action, and for the broader release and other covenants that

1 they will be providing to Defendant;

2 E. An allocation of \$75,000 to Plaintiff's PAGA claims (the "PAGA Amount"),
3 to be distributed as follows: Payment of \$56,250 to the California Labor and Workforce
4 Development Agency (the "LWDA Payment"), which represents the Labor and Workforce
5 Development Agency's ("LWDA") 75% share of \$75,000. The other 25% of the PAGA
6 Amount (\$18,759) will be distributed to those Class members who worked for Defendant at
7 any time during the PAGA Period (defined below).

8 F. The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
9 will be distributed to Settlement Class Members based on the methodology discussed in
10 section IV.L.1, below. It is estimated that the Net Settlement Amount will be approximately
11 \$365,650, after deductions for Class Counsel's Attorneys' Fees, Class Counsel's Costs,
12 Settlement Administration Costs, the Service Awards, and the PAGA Amount.

13 G. Defendant represents that the Class consisted of approximately 229 members.

14 **II. DEFINITIONS**

15 As used in this Stipulation, the following terms shall have the meanings set forth
16 below:

17 A. "Action" means this putative class and representative action currently pending
18 in Orange County Superior Court titled *Everlin Blanco and Rudy Ramirez v. California Boiler,*
19 *Inc.*, Orange County Superior Court Case No. 30-2022-01292011-CU-OE-CXC.

20 B. "Agreement" or "Stipulation" means this Stipulation of Class Action and
21 PAGA Settlement.

22 C. "Class" means all individuals who were employed by Defendant in California
23 as non-exempt employees during the Class Period (as defined below). Defendant represents
24 that the Class consists of approximately 229 members.

25 D. "Class Counsel" means:

26 a. Edwin Aiwanian, Joanna Ghosh, and Elizabeth Parker-Fawley of
27 LAWYERS for JUSTICE, PC, 450 North Brand Blvd., Suite 900,
28 Glendale, California 91203, (818) 265-1020; and

b. Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik Gundzik Heeger LLP, 3415 S. Sepulveda Blvd., Suite 420, Los Angeles, CA 90034, (818) 290-7461.

E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class Counsel from the Gross Settlement Amount for their attorneys’ fees for their work in this Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Attorneys’ Fees will not exceed 35% of the Gross Settlement Amount.

F. “Class Counsel’s Costs” means the amount to be awarded to Class Counsel from the Gross Settlement Amount to reimburse Class Counsel for their actual reasonable costs and expenses incurred in the Action, subject to Court approval at the Final Approval Hearing. Class Counsel’s Costs will not exceed \$25,000.

G. “Class Data” means each Class Member’s and PAGA Employee’s full name, social security number, last known address, email address (if in Defendant’s possession) and telephone number(s), along with the Class Member’s number of Qualifying Workweeks and the number of PAGA Pay Periods worked by each PAGA Employee during the PAGA Period.

H. “Class Member” is a person who is a member of the Class.

I. “Class Period” means the period from November 16, 2018, through September 19, 2024.

J. “Complaint” means Plaintiffs’ First Amended Complaint, which was filed on September 17, 2024.

K. “Court” means the Superior Court of the State of California, in and for Orange County, where the Action is currently pending.

L. “Defendant” means California Boiler, Inc.

M. “Defendant’s Counsel” means Nicole M. Shaffer and Mayra Hernandez of Jackson Lewis, PC, 3390 University Ave., Suite 110, Riverside, CA 92501, (951) 848-7940.

N. “Employer’s Withholding Share” means Defendant’s share of all federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. Defendant will pay the Employer’s Withholding Share

1 in addition to the Gross Settlement Amount.

2 O. "Final Approval Order" means the Order Granting Final Approval of Class
3 Action Settlement and Judgment entered by the Court.

4 P. "Final Approval Hearing" means the hearing on Plaintiffs' Motion for Final
5 Approval of Class Action Settlement at which the Court will be asked to give final approval
6 to the settlement terms set forth herein and to enter judgment.

7 Q. "Gross Settlement Amount" means the seven hundred and fifty thousand
8 dollars (\$750,000) which Defendant will pay under this Settlement, plus any additional
9 amount paid pursuant to the escalator clause in section IV.I of this Settlement Agreement.

10 R. "LWDA Payment" means \$56,250, which is 75% of the PAGA Amount. The
11 LWDA Payment will be paid to the LWDA.

12 S. "Net Settlement Amount" means the amount remaining from the Gross
13 Settlement Amount after payments of Court-approved Class Counsel's Attorney's Fees and
14 Class Counsel's Costs, the Service Awards to the Representative Plaintiffs and Settlement
15 Administration Costs, and the PAGA Amount. It is estimated that the Net Settlement Amount
16 will be at least \$365,650.

17 T. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement
18 and Hearing Date for Approval," substantially in the form attached hereto as Exhibit A, or
19 any subsequent version of Exhibit A, as approved by the Court. The Notice of Settlement will
20 include Request for Exclusion, Notice of Objection, and Workweek Dispute forms for Class
21 Members to use.

22 U. "Notice of Objection" means a written objection to this Settlement sent by a
23 Settlement Class Member to the Settlement Administrator. Objections may be made utilizing
24 a Notice of Objection form to be provided along with the Notice of Settlement.

25 V. "PAGA Amount" means \$75,000, which is the portion of the Gross Settlement
26 Amount that the Parties allocated to settlement of Plaintiff's PAGA claims.

27 W. "PAGA Employee" means a member of the Class who was employed by
28 Defendant and worked at any time during the PAGA Period.

1 X. "PAGA Employee Portion" means \$18,750, which is 25% of the PAGA
2 Amount. The PAGA Employee Portion will be paid only to PAGA Employees.

3 Y. "PAGA Pay Period" means a pay period within the PAGA Period during which
4 a PAGA employee performed work for Defendants in California. A pay period during which
5 a PAGA Employee was entirely absent from work, such as a week during which a PAGA
6 Employee was on leave or vacation, is not a PAGA Pay Period.

7 Z. "PAGA Period" means the time period from October 5, 2021, through
8 September 19, 2024.

9 AA. "PAGA Released Claims" means all claims for PAGA civil penalties arising
10 during the PAGA Period, that were alleged, or reasonably could have been alleged, based on
11 the facts contained in the Complaint and/or the October 5, 2022, PAGA notice letter to the
12 LWDA, including but not limited to: PAGA violations arising from Defendant's alleged
13 failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay
14 minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during
15 employment; (7) furnish complete and accurate wage statements; (8) keep complete and
16 accurate payroll records; and (9) reimburse business related expenses and costs. PAGA
17 Employees shall not waive section 1542 of the California Civil Code.

18 BB. "Parties" means the Representative Plaintiffs, on behalf of themselves and all
19 Settlement Class Members, the LWDA and Defendant.

20 CC. "Preliminary Approval Date" is the date that the Court grants preliminary
21 approval of this Settlement pursuant to California Rule of Court 3.769(c).

22 DD. "Qualified Settlement Fund" or "QSF" means a federally insured bank account
23 to be established by the Settlement Administrator into which all payments from Defendant
24 related to this Settlement will be deposited and from which all payments authorized by the
25 Court will be made. The QSF will be established prior to Defendant's deposit of the Gross
26 Settlement Amount.

27 EE. "Qualifying Workweek" means a workweek in the Class Period during which
28 a Class Member actually worked for Defendant in a Class position for at least one day. A

1 week during which a Class Member was entirely absent from work, such as a week during
2 which a Class Member was on leave or vacation, is not a Qualifying Workweek.

3 FF. “Released Claims,” means all claims arising during the Class Period under
4 state, federal or local law, whether statutory, common law or administrative law, that were
5 made or that reasonably could have been made based on the allegations in the Complaint
6 which allege: (1) Failure to Pay Overtime; (2) Failure to Pay Meal Period Premiums; (3)
7 Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay
8 Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7)
9 Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll
10 Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in
11 Violation of Business and Professions Code Section 17200 and their request for damages,
12 including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any
13 nature; interest; fees and costs. Class Members shall not waive section 1542 of the California
14 Civil Code.

15 GG. “Released Parties” means Defendant and all of its present and former parent
16 companies, subsidiaries, divisions, related and affiliated companies.

17 HH. “Representative Plaintiffs” means Plaintiffs Everlin Blanco and Rudy
18 Ramirez.

19 II. “Request for Exclusion,” also known as an “opt-out request,” means a signed
20 request by a Class Member to be excluded from the Settlement Class. Requests for Exclusion
21 may be made utilizing a Request for Exclusion form to be provided along with the Notice of
22 Settlement.,.”

23 JJ. “Response Deadline” means the date that is sixty (60) calendar days after the
24 mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to
25 a different address, the Response Deadline will be forty-five (45) calendar days after re-
26 mailing.

27 KK. “Service Award” means the payments to be made to the Representative
28 Plaintiffs for their service to the Class. The Service Awards are in addition to whatever

1 payment the Representative Plaintiffs otherwise will be entitled to receive as a Settlement
2 Class Members. The Service Awards will not exceed \$7,500, each for a total of \$15,000.

3 LL. “Settlement” means the disposition of the Action and all related claims
4 effectuated by this Agreement.

5 MM. “Settlement Administration Costs” means the fees and costs incurred or
6 charged by the Settlement Administrator in connection with the execution of its duties under
7 this Agreement including, but not limited to fees and costs associated with: (1) establishing
8 and maintaining the QSF; (2) preparing, issuing and/or monitoring reports, filings, and notices
9 (including the cost of printing and mailing all notices and other documents to the Class
10 Members) required to be prepared in the course of administering the Settlement; (3)
11 computing the amount of the settlement payments, taxes, and any other payments to be made
12 under this Agreement; (4) calculating and handling inquiries about the calculation of
13 individual settlement payments; (5) establishing and operating a settlement payment center
14 website, address, and phone number to receive Class Members’ inquiries about the Settlement;
15 (6) providing a due diligence declaration for submission to the Court prior to the final approval
16 hearing; (7) printing and providing Settlement Class Members and Plaintiff with W-2 and
17 1099 forms as required under this Agreement and applicable law; (8) preparing, issuing, and
18 filing any tax returns and information returns and any other filings required by any
19 governmental taxing authority or other governmental agency; and (9) for such other tasks as
20 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
21 Settlement Administration Costs will not exceed \$6,850. Settlement Administration Costs will
22 be paid out of the Gross Settlement Amount.

23 NN. “Settlement Administrator” refers to Phoenix Settlement Administrators.

24 OO. “Settlement Class” means all Class Members who have not submitted a timely
25 and complete Request for Exclusion.

26 PP. “Settlement Class Member” is a person who is a member of the Settlement
27 Class.

28 //

1 **III. BACKGROUND**

2 During the Class Period, Defendant operated a business in California. Plaintiffs
3 contend that during the Class Period, Defendant did not always comply with California law
4 in its payment of employees. Plaintiffs contend that, among other things, employees of
5 Defendant were not paid for all of their work, were not provided with compliant meal and rest
6 breaks, were not paid for all of their overtime work at overtime rates of pay, were not provided
7 compliant wage statements, were not paid all amounts due at separation and were not
8 reimbursed for all of their necessary expenses.

9 Defendant vehemently denies all of Plaintiffs' allegations and denies any wrongdoing.
10 Among other things, Defendant contends that all employees have been properly compensated
11 and that Defendant complied with all applicable laws.

12 The Parties have undertaken significant investigation and informal discovery during
13 the prosecution of this Action. Such discovery and investigation includes Defendant's
14 production and Class Counsel's review of personnel records, policies, and time and pay
15 records and other detailed information relevant to the Class Members' claims. Counsel for
16 the Parties have investigated the law as applied to the facts discovered regarding the alleged
17 claims of the Class and potential defenses thereto, and the potential damages claimed by the
18 Class.

19 On September 22, 2023, the Parties attended a mediation before an experienced and
20 well-regarded mediator, David Rotman. Shortly after the conclusion of the mediation, the
21 Parties reached an agreement regarding the resolution of this Action which is embodied in the
22 terms of this Agreement.

23 Plaintiffs and Class Counsel have concluded, after considering the sharply disputed
24 factual and legal issues involved in this Action, the risks attending further prosecution, and
25 the substantial benefits to be received pursuant to the compromise and settlement of the Action
26 as set forth in this Agreement, that this Settlement is in the best interests of the Representative
27 Plaintiffs and the Settlement Class and is fair and reasonable.

28 This Settlement contemplates: (i) entry of an order preliminarily approving the

1 Settlement and approving certification of a Class for settlement purposes only; (ii)
2 dissemination of a notice to Class Members about the settlement; (iii) entry of a Final
3 Approval Order granting final approval of the Settlement; (iv) Defendant's payment of the
4 Gross Settlement Amount and Employer's Withholding Share; and (iv) entry of a final
5 judgment.

6 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

7 **A. Preliminary Approval of Settlement**

8 Following the execution of this Stipulation by all Parties or at such other time specified
9 by the Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiffs'
10 motion for preliminary approval of the settlement. Plaintiffs' motion will include such briefing
11 and evidence as may be required for the Court to determine that this Agreement is fair and
12 reasonable, as required by California Code of Civil Procedure section 382 and California Rule
13 of Court 3.769. Class Counsel will provide Defendant's Counsel with the opportunity to
14 review and comment on all drafts of all papers to be filed in connection with the motion for
15 preliminary approval (notice of motion, memorandum of points and authorities and
16 declarations) at least five court days before filing such motion with the Court. Plaintiffs'
17 motion for preliminary approval will also include a proposed order that is mutually agreed-
18 upon by the Parties. Defendant shall not oppose Plaintiffs' motion for preliminary approval
19 of the settlement to the extent it is consistent with the terms and conditions of this Agreement.
20 Defendant may, however, provide a written response to any characterization of the law or
21 facts contained in the motion for preliminary approval.

22 The Parties have agreed to the certification of the Class for the sole purposes of
23 effectuating this Settlement. Should the Settlement be terminated for any reason, or should
24 the Settlement not be approved by the Court, the fact that the Parties were willing to stipulate
25 to class certification as part of the Settlement will have no bearing on, and will not be
26 admissible in connection with, the issue of whether a class should be certified in a non-
27 settlement context in this Action, and in any of those events, Defendant expressly reserves the
28 right to oppose class certification. Additionally, if the Settlement does not become final, this

1 Agreement and all negotiations, court orders, and proceedings related thereto shall be without
2 prejudice to the rights of all Parties hereto, and evidence relating to the Agreement and all
3 negotiations shall not be admissible in the Action or otherwise. The Parties further agree that
4 if, for any reason, the Settlement is not approved, the certification for purposes of this
5 Settlement will have no force or effect and will be immediately revoked.

6 **B. Cooperation**

7 The Parties agree to fully cooperate with each other to accomplish the terms of this
8 Agreement, including but not limited to, execution of such documents and to take such other
9 reasonably necessary actions to implement the terms of this Agreement. No party, nor any of
10 its attorneys or agents, shall solicit or encourage any Class Member to opt out of or object to
11 the Settlement.

12 **C. Notice of Settlement**

13 Within ten (10) calendar days following the Court's order granting preliminary
14 approval of the Settlement, Defendant will provide the Settlement Administrator with the
15 Class Data in an electronic format acceptable to the Settlement Administrator. Thereafter, and
16 prior to mailing the Notices of Settlement, the Settlement Administrator shall provide the
17 Class Data, without Class Member names, contact information or social security numbers, to
18 Class Counsel. This information will remain confidential and will not be disclosed to anyone,
19 except as required to applicable taxing authorities, pursuant to Defendant's express written
20 authorization, by order of the Court, or as otherwise provided for in this Agreement.

21 Using the Class Data, the Settlement Administrator will: (1) confirm the number of
22 Class Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement;
23 (3) check all addresses against the National Change of Address database; and (4) within ten
24 (10) calendar days of receiving the Class Data, send to each Class Member via First-Class
25 United States mail an English version of the Notice of Settlement to the most recent address
26 known for each Class Member.

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1 **D. Re-Sending Class Notices**

2 If Defendant, Defendant's Counsel or Class Counsel become aware of new addresses
3 for any Class Member, prior to the filing of the motion for final approval, such information
4 must immediately be communicated to the Settlement Administrator. The Settlement
5 Administrator will then re-send a Notice of Settlement to the Class Member(s) at the new
6 address.

7 For any Notice of Settlement that is returned as undeliverable, the Settlement
8 Administrator will perform a utility database search or other skip trace. The returned Notices
9 of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such
10 searching and re-mailing will be completed within ten (10) calendar days of the date that
11 Notices of Settlement were originally returned as undeliverable.

12 **E. Requests for Exclusion (Opt-Outs)**

13 Any Class Member who wishes to be excluded from the Settlement must complete
14 and return the "Request for Exclusion Form" included with the Class Member's Notice of
15 Settlement or otherwise notify the Settlement Administrator in writing of his or her desire to
16 be excluded by mailing his or her own Request for Exclusion to the Settlement Administrator
17 that clearly expresses such desire and is signed by such Class Member. Any such Request for
18 Exclusion shall include the Class Member's name, current address, telephone number, and
19 last four numbers of the Class Member's social security number. To be valid, the Request for
20 Exclusion must be postmarked (if mailed) or received (if faxed or sent electronically) no later
21 than the Response Deadline.

22 Any Class Member who submits a valid and timely Request for Exclusion shall be
23 barred from participating in this Settlement, shall be barred from objecting to this Settlement,
24 and shall receive no benefit from the Class Settlement. Provided, however, notwithstanding a
25 valid Request for Exclusion, all PAGA Employees shall receive their share of the PAGA
26 Employee Portion and will be deemed to have released the PAGA Released Claims.

27 Any Class Member who fails to submit a timely, complete, and valid Request for
28 Exclusion shall be barred from opting out of the Settlement. It shall be conclusively presumed

1 that if a Request for Exclusion is not postmarked or received on or before the Response
2 Deadline, the Class Member did not make the request in a timely manner. Under no
3 circumstances shall the Settlement Administrator have the authority to extend the deadline for
4 Class Members to submit a Request for Exclusion.

5 Unless a Class Member submits a timely, complete, and valid Request for Exclusion,
6 he or she shall be deemed a Settlement Class Member and shall be bound by the terms and
7 conditions of this Agreement. The releases provided for in this Agreement shall conclusively
8 preclude any Settlement Class Member from asserting any of the Released Claims against any
9 of the Released Parties in any judicial, administrative, or arbitral forum.

10 The Settlement Administrator shall promptly provide Class Counsel and Defendant's
11 Counsel with copies of all Requests for Exclusion that it receives.

12 **F. Declaration of Compliance**

13 At the time determined by Class Counsel, the Settlement Administrator shall provide
14 Class Counsel and Defendant's Counsel with a declaration attesting to completion of the
15 notice process set forth in this Section IV, including the number of notices sent and returned,
16 an explanation of efforts to resend undeliverable notices, and copies of all Requests for
17 Exclusion, which declaration shall be filed with the Court by Class Counsel along with their
18 papers requesting final approval of the Settlement.

19 **G. Sufficient Notice**

20 Compliance with the procedures described in this Section IV shall constitute due and
21 sufficient notice to Class Members of this Settlement and of the Final Approval Hearing, shall
22 satisfy the requirements of due process, and nothing else shall be required of the
23 Representative Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, or the Settlement
24 Administrator to provide notice of the Settlement and the Final Approval Hearing.

25 **H. Objections to Settlement**

26 **1. Procedure and Deadline for Objections**

27 A Class Member may object to the Settlement by completing and submitting a written
28 "Notice of Objection Form" that is included with the Class Member's Notice of Settlement.

1 The Notice of Objection must be sent to the Settlement Administrator and postmarked (if
2 mailed) or received (if faxed or emailed) no later than the Response Deadline, signed by the
3 objecting Class Member or his or her attorney, along with all supporting papers (if any). The
4 date the signed Notice of Objection was postmarked or received shall be conclusively
5 determined according to the records of the Settlement Administrator. The Settlement
6 Administrator shall send any Notices of Objection it receives to Defendant's counsel and
7 Class Counsel within three (3) business days of receipt. A Class Member may also object to
8 the settlement by appearing at the Final Approval Hearing. The Court retains final authority
9 with respect to the consideration and admissibility of any Notice of Objection.

10 If a Class Member submits both an objection and an opt-out request, the Settlement
11 Administrator shall make reasonable attempts to clarify the intentions of the Class Member.
12 If the Class Member fails to clarify their position, the opt-out request shall be disregarded, the
13 Settlement Administrator shall send the objection to Defendant's Counsel and Class Counsel
14 the claim will be paid, and the Class Member will become a Settlement Class Member and be
15 bound by the judgment.

16 **2. Responses to Objections**

17 Class Counsel and Defendant's counsel shall file any written objections from Class
18 Members submitted to the Settlement Administrator, and Class Counsel's and Defendant's
19 Counsel's responses to such objections, at least five (5) court days before the Final Approval
20 Hearing.

21 **I. Pro-Rata Increase in Settlement Fund**

22 Based on its records, Defendant estimates there are roughly 24,666 Workweeks from
23 November 16, 2018, through July 31, 2024, and 13,565 pay periods in the period from October
24 5, 2021, through July 31, 2024. Should the total number of Workweeks worked by Class
25 Members during the Class Period and/or the total number of Pay Periods worked by PAGA
26 Members during the PAGA Action period increase by more than 10%, then either (a)
27 Defendant shall increase the Gross Settlement Amount on a pro-rata basis to the percentage
28 increase in the number of Workweeks/Pay Periods worked by the Class Members and/or

1 PAGA Members above 10%, or (b) the Class Release Period and PAGA Release Period shall
2 end on the last day on which the workweeks do not exceed 27,132. Defendant shall notify
3 Class Counsel and Settlement Administrator of its choice at least five days before the date that
4 Settlement Notices are scheduled to be mailed.

5 **J. Defendant's Production of Financial Records**

6 Defendant contends that it has does not have the financial resources to pay any more
7 in settlement than the agreed upon Gross Settlement Amount. After being apprised of certain
8 information, Class Counsel has accepted Defendant's contention concerning its financial
9 condition. However, if necessary to support approval of the Settlement, Defendant will
10 provide a declaration from a person with knowledge attesting to Defendant's financial
11 condition.

12 **K. Final Approval Hearing**

13 On or before the date set by the Court, Class Counsel will file a motion for final
14 approval of this Settlement pursuant to California Rule of Court 3.769. Class Counsel will
15 provide Defendant's counsel with the opportunity to review and comment on drafts of all
16 papers to be filed in connection with the motion for final approval (notice of motion,
17 memorandum of points and authorities and declarations) at least five court days before filing
18 such motion with the Court. Plaintiffs' motion for final approval will also include a proposed
19 order that is mutually agreed-upon by the Parties. Defendant shall not oppose the motion for
20 final approval of the settlement to the extent it is consistent with the terms and conditions of
21 this Agreement. Defendant may, however, provide a written response to any characterization
22 of the law or facts contained in the motion for final approval.

23 On the date set by the Court, the Final Approval Hearing shall be held before the Court
24 in order to: (1) determine whether the Court should give this Settlement final approval; (2)
25 determine whether Class Counsel's application for attorneys' fees and costs, and request for
26 the Service Award to the Representative Plaintiffs, should be granted; (3) determine whether
27 the Court should approve the payment of fees to the Settlement Administrator and the PAGA
28 Settlement Amount and (4) consider any timely Objections to Settlement, including Class

1 Counsel's and Defendant's counsel's responses thereto.

2 Upon final approval, the Court shall enter a Final Approval Order (in a form submitted
3 by Class Counsel and approved by Defendant's counsel) which has the effect of adjudicating
4 all claims set forth in the Complaint and implementing the release of Released Claims and
5 PAGA Released Claims, as set forth in this Agreement. The Final Approval Order will be
6 posted on the Settlement Administrator's website. The posting of the Final Approval Order
7 on the Settlement Administrator's website will constitute notice of entry of the judgment, as
8 required by California Rule of Court 3.771(b).

9 **L. Settlement Payments to Settlement Class Members and PAGA Employees**

10 **1. Calculation of Class Settlement Payments**

11 The Net Settlement Amount shall be divided among and distributed to individual
12 Settlement Class Members using the following formula:

13 **(Individual Settlement Class Member's Qualifying Workweeks ÷ All**
14 **Settlement Class Members' Qualifying Workweeks) x (Net Settlement**
15 **Amount)**

16 The Settlement Administrator shall have the authority and obligation to make
17 payments, credits, and disbursements, including payments and credits in the manner set forth
18 herein, to Settlement Class Members calculated in accordance with the methodology set out
19 in this Agreement and orders of the Court.

20 The Parties acknowledge and agree that the formula used to calculate individual
21 settlement payments does not imply that all the elements of damages alleged in the Action are
22 not being considered. The above formula was devised as a practical and logistical tool to
23 simplify the settlement process.

24 **2. Distribution of PAGA Employee Portion**

25 The PAGA Employee Portion will be divided among and distributed to all PAGA
26 Employees based upon the number of PAGA Pay Periods they worked pursuant to the
27 following formula:

28 **(Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees'**

1 **PAGA Pay Periods) x \$18,750**

2 Settlement Class Members who are also PAGA Employees will receive their shares of
3 the PAGA Employee Portion included in the same checks that include their individual
4 Settlement Class Member payments. Class Members who exclude themselves from the Class
5 Settlement will still receive their shares of the PAGA Employee Portion and such Class
6 Members will still be bound by the PAGA Release, notwithstanding their exclusion from the
7 Settlement Class.

8 **3. Inclusion of Qualifying Workweeks, PAGA Pay Periods and**
9 **Estimated Settlement Payment Information in Notice of Settlement**

10 The Notice of Settlement sent to each Class Member shall state the amount of the Class
11 Member's Qualifying Workweeks and PAGA Pay Periods, as reflected in the Class Data. The
12 Notice of Settlement shall provide an estimate of each Class Member's share of the Class
13 settlement and each PAGA Employee's share of the PAGA Employee Portion, as calculated
14 by the Settlement Administrator. The estimated settlement payment included in the Notice of
15 Settlement will be calculated by assuming that no Class Members will be excluded from the
16 Settlement.

17 **4. Eligibility**

18 Settlement Class Members (but not Class Members who exclude themselves from the
19 Settlement), will receive a settlement payment from the Net Settlement Amount, distributed
20 through the Settlement Administrator. All PAGA Employees will still receive a check for their
21 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
22 Exclusion.

23 If the Parties become aware after settlement checks are mailed that a Class Member
24 was not sent a Notice of Settlement because of an error in the Class Data as provided by
25 Defendant, Defendant may arrange to separately pay the Class Member the amount that the
26 Class Member would have received had they participated in the settlement, as long as the
27 Class Member agrees in writing to be bound by the Judgment and Class releases.

28 //

1 **5. Disputes about Qualifying Workweeks or PAGA Pay Periods**

2 If a Class Member disagrees with the number of Qualifying Workweeks or PAGA Pay
3 Periods, as stated in their Notice of Settlement, they may dispute that figure by completing
4 and submitting the “Dispute Form,” included with the Class Member’s Notice of Settlement
5 or otherwise informing the Settlement Administrator of the number of Qualifying Workweeks
6 and/or PAGA Pay Periods that they claim to have worked during the Class Period or PAGA
7 Period and provide any supporting documentation (such as, without limitation, payroll or time
8 keeping records, and paycheck stubs) on or before the Response Deadline. The completed
9 Dispute Form must be sent to the Settlement Administrator and postmarked (if mailed) or
10 received (if faxed or emailed) no later than the Response Deadline. If there is a dispute, the
11 Settlement Administrator will consult with Class Counsel and Defendant’s counsel to
12 determine whether an adjustment is warranted. The Settlement Administrator shall determine
13 any such disputes, subject to Court approval. The Settlement Administrator shall be obligated
14 to resolve any such disputes within ten (10) calendar days, but by no later than the date of the
15 Final Approval Hearing.

16 **6. Allocation of Settlement Payments**

17 Payment to each Settlement Class Member shall be allocated as follows: 30% shall be
18 attributed to wages, to be reported on a W-2 form; 70% shall be reported as penalties and
19 interest. The amount of penalties and interest will be reported on an IRS Form 1099. All
20 payments of the PAGA Employee Portion will be considered penalties and reported on an IRS
21 Form 1099.

22 **7. Payment of Payroll Taxes**

23 The amount paid to each Settlement Class Member attributable to wages shall be
24 subject to all applicable taxes and other withholdings and shall be net of the Settlement Class
25 Member’s share of all federal, state, and local taxes and required withholdings, including
26 without limitation, FICA, Medicare tax, FUTA, and state unemployment taxes. The
27 Employer’s Withholding Share shall be paid by Defendant separately and in addition to
28 Defendant’s payment of the Gross Settlement Amount.

1 For each Settlement Class Member, the Settlement Administrator shall determine the
2 Employer's Withholding Share. Information related to the Employer's Withholding Share for
3 each Settlement Class Member shall be provided to Defendant by the Settlement
4 Administrator. If Defendant disagrees with the Settlement Administrator's determination of
5 the Employer's Withholding Share, it will communicate with and share information
6 reasonably necessary to reach a good faith determination of the correct Employer's
7 Withholding Share.

8 **8. Payments to Settlement Class Members and the LWDA**

9 As provided in Section IV.N, below, Defendant will pay the Gross Settlement Amount
10 in four separate installments. Within ten (10) calendar days after Defendant's deposit of the
11 second installment and the Employer's Withholding Share, the Settlement Administrator will
12 make the settlement payments to Settlement Class Members, PAGA Employees and the
13 LWDA based on the payment formulae set forth herein.

14 **M. The Settlement Administrator**

15 The Settlement Administrator will perform the duties specified in this Agreement and
16 any other duties incidental to such obligations. The Settlement Administrator's duties shall
17 include, without limitation: establishing the QSF, preparing and distributing the Notice of
18 Settlement; calculating and directing the disbursement of payments to Settlement Class
19 Members, Class Counsel, the Class Representative and the LWDA; calculating and timely
20 paying any and all payroll taxes from the wages portion of the Net Settlement Amount to the
21 appropriate tax authorities, as required under this Agreement and applicable law; handling
22 inquiries about the calculation of individual settlement payments; preparing and filing any tax
23 returns and information returns and any other filings required by any governmental taxing
24 authority or other governmental agency; providing weekly status reports to the Parties'
25 counsel; advising Defendant's counsel and Class Counsel of any Class Members who submit
26 Notices of Objections and/or Requests for Exclusion; providing a due diligence declaration
27 for submission to the Court prior to the final approval hearing; printing and providing
28 Settlement Class Members and Representative Plaintiff with W-2 and 1099 forms as required

1 under this Agreement and applicable law; arranging for and remitting funds from any
2 uncashed settlement payment to the designated recipient, as determined by the Court; and for
3 such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator
4 to perform.

5 The Settlement Administrator shall establish a settlement payment center address,
6 telephone number and email address to receive Class Members' inquiries about the Notice of
7 Settlement, requests to be excluded from the Settlement and settlement payments.

8 In addition, the Settlement Administrator shall establish a static website and, on the
9 website, post this stipulation, any preliminary approval order and the Final Approval Order
10 and Judgment. Posting of the Final Approval Order and Judgment on such website shall
11 constitute notice of judgment to the Settlement Class, as required by California Rule of Court
12 3.771(b).

13 For its services, the Settlement Administrator's fee will not exceed \$6,850. The
14 Court's failure to approve the entire amount of the Settlement Administrator's fee, shall not
15 affect the terms of the Parties' settlement and any such unapproved amounts shall remain part
16 of the Net Settlement Amount and shall be distributed in accordance with the provisions of
17 this Stipulation.

18 The Parties confirm, and Class Counsel and Defendant's Counsel confirm that they do
19 not have any financial interest in the Settlement Administrator or otherwise have a relationship
20 with the Settlement Administrator that could create a conflict of interest.

21 **N. Time for Payment by Defendant**

22 Defendant will pay the Gross Settlement Amount in four installments, to be paid every
23 two months following the initial payment. The first installment of \$300,000 will be made to
24 the Settlement Administrator within 63 calendar days from the Final Approval Order; a second
25 payment of \$150,000, plus the Employer's Withholding Share, will be made two months after
26 the first payment is due; a third payment of \$150,000 will be made two months after the second
27 payment is due; and a final payment of \$150,000 will be made two months after the third
28 payment is due.

1 If, after the Court enters a Final Approval Order, Defendant fails to timely pay the
2 amount required to satisfy its payment obligation under this Stipulation, the Representative
3 Plaintiffs, at their option, may either (1) declare the Settlement terminated, in which case, the
4 Parties agree that the Court will nullify the Final Approval Order and Judgment and Plaintiffs
5 may continue to prosecute their claims against Defendant, or (2) seek to collect all amounts
6 owed under the Final Approval Order and Judgment against Defendant.

7 **O. Payments to Class Counsel, the Representative Plaintiffs and the**
8 **Settlement Administrator**

9 Subject to Court approval, within ten (10) calendar days of Defendant's deposit of the
10 full Gross Settlement Amount with the Settlement Administrator, the Settlement
11 Administrator shall make payment from the QSF to: (1) Class Counsel, for Class Counsel's
12 Attorneys' Fees and Class Counsel's Costs, as approved by the Court; (2) the Representative
13 Plaintiff for the Service Award, as approved by the Court; and (3) to the Settlement
14 Administrator for the Settlement Administration Costs, as approved by the Court. These
15 payments will be reported on an IRS Form 1099.

16 **P. Un-cashed/Un-deposited Settlement Payment Checks**

17 If any Settlement Class Member or PAGA Employee's settlement payment check has
18 not been cashed or deposited within sixty (60) calendar days after disbursement, the
19 Settlement Administrator shall attempt to contact each individual to advise them to cash their
20 checks, and to offer to replace any checks reported as either lost or stolen. In attempting to
21 contact such persons, the Settlement Administrator will send notices (1) by mail to the
22 individuals' last known addresses (as provided by Defendant) after first checking those
23 addresses against the NCOA database and skip tracing and (2) by telephoning or emailing
24 such persons, in the event that Defendant has provided telephone numbers and/or email
25 addresses for such persons.

26 If a Class Member's check is not cashed within 180 calendar days, the check will be
27 void and a stop payment order may be placed on the check. In such event, the Settlement
28 nevertheless will be binding upon the Settlement Class Member. The funds represented by all

1 uncashed settlement checks will be transmitted by the Settlement Administrator to the
2 California State Controller as unclaimed property in the name of the individual Settlement
3 Class Member. The Parties agree that such disposition results in no “unpaid residue” under
4 California Code of Civil Procedure section 384, as all payments to the Settlement Class will
5 be paid out, whether or not these individuals cash their Settlement checks. Therefore,
6 Defendant will not be required to pay any interest on such amounts.

7 **Q. Class Counsel Attorneys’ Fees and Costs**

8 Defendant will not oppose Class Counsel’s application for an award of attorneys’ fees
9 of up to 35% of the Gross Settlement Amount. Assuming the escalator clause is not triggered,
10 the maximum amount sought will be two hundred and sixty-two thousand and five hundred
11 dollars (\$262,500).

12 Defendant will not oppose Class Counsel’s application for an award of their reasonable
13 litigation expenses and costs in an amount not to exceed \$25,000.

14 Class Counsel’s Attorney’s Fees and Class Counsel’s Costs, as awarded by the Court,
15 shall be paid from the Gross Settlement Amount.

16 To the extent the Court does not approve any or the entire amount of Class Counsel’s
17 Attorney’s Fees or Class Counsel’s Costs, it shall not affect the terms of the Parties’ settlement
18 and any such unapproved amounts shall remain part of the Net Settlement Amount and shall
19 be distributed in accordance with the provisions of this Stipulation. Approval of the Settlement
20 by the Court shall not be contingent on approval of the amounts of Class Counsel’s Attorney’s
21 Fees or Class Counsel’s Costs requested by Class Counsel.

22 Upon the payment of the Court-approved amount of Class Counsel’s Attorneys’ Fees
23 and Class Counsel’s Costs, and except as otherwise provided by this Stipulation, Class
24 Counsel waives any claim to costs and attorneys’ fees and expenses against Defendant arising
25 from or related to the Action, including but not limited to claims based on the California Labor
26 Code, the California Code of Civil Procedure, or any other statute or law. Provided, however,
27 nothing in this Agreement shall prevent Class Counsel from seeking additional fees for
28 enforcing the terms of this Stipulation.

1 **R. Service Awards to Representative Plaintiffs**

2 The Representative Plaintiffs' Service Award as approved by the Court, shall be paid
3 from the Gross Settlement Amount.

4 The Representative Plaintiffs shall be responsible for all portions of federal, state, and
5 local tax liabilities that may result from the payment of the Service Award and agrees that
6 Defendant shall bear no responsibility for any such tax liabilities.

7 To the extent the Court does not approve any or all of the amount of the Service
8 Awards sought by the Representative Plaintiffs, any amounts not awarded by the Court will
9 remain part of the Net Settlement Amount and will be distributed in accordance with the terms
10 of this Stipulation and the Parties agree that the Settlement shall remain binding with such
11 modification(s) and its terms will otherwise be unchanged.

12 **S. Taxes**

13 **1. Withholding and Reporting Requirements**

14 The Settlement Administrator shall be responsible for ensuring that all taxes required
15 to be withheld from the wage portions of each Settlement Class Member's individual
16 settlement payment, along with the Employer's Withholding Share, are timely paid to the
17 appropriate tax authorities. The Settlement Administrator's responsibilities in this regard will
18 also include the following: (a) filing all Federal, state, and local employment tax returns, tax
19 withholding returns, and any other tax returns associated with the taxes, (b) timely and proper
20 filing of all required Federal, state, and local information returns (e.g., 1099s, W-2s, etc.) with
21 the appropriate taxing authorities, and (c) completion of any other steps necessary for
22 compliance with any tax obligations of the settlement fund under Federal, state and/or local
23 law. To verify the Settlement Administrator's compliance with the foregoing withholding and
24 reporting requirements, as soon as administratively practicable, the Settlement Administrator
25 shall, upon request, furnish Class Counsel and Defendants' Counsel with copies of all filed
26 tax returns and information returns (including all 1099 and W-2 information returns), and a
27 final accounting adequate to demonstrate full compliance with all tax withholding, payment
28 and reporting obligations.

1 **2. Circular 230 Disclaimer**

2 Each party to this Agreement (for purposes of this section, the “Acknowledging
3 Party”; and each party to this Agreement other than the Acknowledging Party, and “Other
4 Party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written
5 communication or disclosure between or among the Parties or their attorneys and other
6 advisers, is or was intended to be, nor shall any such communication or disclosure constitute
7 or be construed or be relied upon as, tax advice within the meaning of United States Treasury
8 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has
9 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice
10 (including tax advice) in connection with this Agreement, (b) has not entered into this
11 Agreement based upon the recommendation of any other party or any attorney or advisor to
12 any other party, and (c) is not entitled to rely upon any communication or disclosure by any
13 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
14 Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any
15 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
16 (regardless of whether such limitation is legally binding) upon disclosure by the
17 Acknowledging Party of the tax treatment or tax structure of any transaction, including any
18 transaction contemplated by this Agreement.

19 **U. Defendant’s Right to Terminate the Settlement**

20 If more than five percent (5%) of Class Members opt out of the Settlement, Defendant
21 shall have the option to cancel the Settlement, subject to paying the class administrator its
22 reasonable expenses incurred up to the date of cancellation. Defendant must make this election
23 at least two weeks before the motion for final approval is due to be filed with the Court.

24 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

25 **A. No Admission of Liability**

26 Neither the acceptance nor the performance by Defendant of the terms of this
27 Stipulation nor any of the related negotiations or proceedings is or shall be claimed to be,
28 construed as, or deemed a precedent or an admission by Defendant of the truth or merit of any

1 allegations in the original Complaint or First Amended Complaint, or that they have any
2 liability to the Representative Plaintiff or the Class Members on their claims. Defendant denies
3 that they have engaged in any unlawful activity, have failed to comply with the law in any
4 respect, or have any liability to anyone under the claims asserted in the Action. This
5 Agreement is entered into solely for the purpose of compromising highly disputed claims.

6 **B. Nullification**

7 In the event that the Court does not approve the Settlement in accordance with this
8 Stipulation, the Parties agree to negotiate in good faith to resolve any issues raised by the
9 Court and amend this Stipulation to obtain Court approval of the Settlement. However, if,
10 after a good faith effort to resolve any issues, the Court for any reason does not approve this
11 Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall stand
12 in the same position, without prejudice, as if the Settlement had been neither entered into nor
13 filed with the Court.

14 **VI. RELEASE**

15 **A. Settlement Class Member Release**

16 It is the desire of the Representative Plaintiffs, Class Members (except those who
17 exclude themselves from the Settlement), and Defendant to fully, finally, and forever settle,
18 compromise, and discharge the Released Claims. Upon entry of the Final Approval Order and
19 Judgment and Defendants' payment of the Gross Settlement Amount and Employer's
20 Withholding Share, and except as to such rights or claims as may be created by this Settlement
21 Agreement, the Settlement Class Members, on behalf of themselves, and each of their heirs,
22 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation
23 of the final judgment shall have, fully released and discharged the Released Parties from any
24 and all Released Claims that accrued during the Class Period.

25 **B. PAGA Employee Release**

26 Regardless of whether they submitted a valid Request for Exclusion, all PAGA
27 Employees and the LWDA shall fully, finally, and forever settle, compromise, and discharge
28 the PAGA Released Claims. Upon entry of the Final Approval Order and Judgment and

1 Defendant's payment of the Gross Settlement Amount, and except as to such rights or claims
2 as may be created by this Settlement Agreement, all PAGA Employees, on behalf of
3 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall
4 be deemed to have, and by operation of the final judgment shall have, fully released and
5 discharged the Released Parties from any and all PAGA Released Claims arising during the
6 PAGA Period.

7 **C. Release by Representative Plaintiffs**

8 1. Representative Plaintiffs do hereby, for themselves and their spouses, heirs,
9 successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
10 guardians, personal representatives, and assigns forever and completely release and discharge
11 the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
12 promises, agreements, controversies, damages, actions, causes of action, suits, rights,
13 demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil
14 penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any
15 nature whatsoever, from the beginning of time through the execution of this Stipulation,
16 whether known or unknown, suspected or unsuspected, including but not limited to all claims
17 arising out of, based upon, or relating to Representative Plaintiffs' employment with
18 Defendant or the remuneration for or termination of such employment (the "Representative
19 Plaintiffs' Claims").

20 2. Without limiting the generality of the foregoing, this general release by
21 Representative Plaintiffs includes all federal, state and local statutory claims, federal and state
22 common law claims (including but not limited to those for contract, tort and equity), including
23 without limitation any claims for breach of any implied or express contract or covenant; claims
24 for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of
25 insurance and employee benefits (except workers' compensation benefits); claims for failure
26 to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation,
27 emotional distress, assault/battery, or other common law or tort matters; claims of harassment,
28 retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry,

1 physical or mental disability, protected activity, medical condition, marital status, sexual
2 preference, union activity, or veteran status; claims under the Americans with Disabilities Act,
3 Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as
4 amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older
5 Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair
6 competition; claims based on legal restrictions on Defendant's right to terminate, not to hire
7 or promote employees, or to change an employee's compensation; and claims based on any
8 federal, state or other governmental statute, regulation or ordinance, all statutory,
9 constitutional, contractual or common law claims for wages, damages, unpaid costs or
10 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation
11 costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards
12 Act, the Employment Retirement Security Income Act of 1974, the California Constitution,
13 the California Fair Employment and Housing Act, the California Unfair Competition Act
14 (California Business and Professions Code section 17200 et seq.), the California Labor Code,
15 or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following
16 categories of allegations regardless of the forum in which they may be brought, to the fullest
17 extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for
18 unpaid minimum wages; (iii) all claims for meal break violations; (iv) all claims for rest period
19 violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely
20 pay wages upon termination; (vii) all claims for the failure to timely pay wages during
21 employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time
22 pay; and (x) all other penalties recoverable for such claims under PAGA.

23 3. Representative Plaintiffs agree that there is a risk that any injury that they may
24 have suffered by reason of the Released Parties' relationship with them might not now be
25 known, and there is a further risk that said injuries, whether known or unknown at the date of
26 this Agreement, might possibly become progressively worse, and that as a result thereof
27 further damages may be sustained. Nevertheless, Representative Plaintiffs agree to forever
28 and fully release and discharge the Released Parties, and understand that by the execution of

1 this Agreement no further claims for any such injuries that existed at the time of the execution
2 of this Agreement may ever be asserted by Representative Plaintiffs with respect to claims
3 arising in the time period from the beginning of time to the execution of this Agreement.

4 4. Representative Plaintiffs expressly waive and relinquish all rights and benefits
5 afforded by Section 1542 of the Civil Code of the State of California and do so understanding
6 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
7 Code of the State of California states:

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

13 Notwithstanding the provisions of Section 1542, and for the purpose of implementing
14 a full and complete release and discharge of all parties, Representative Plaintiffs expressly
15 acknowledge that this Agreement is intended to include in its effect, without limitation, all
16 claims that Representative Plaintiffs knew of, as well as all claims that they do not know or
17 suspect to exist in their favor against the Released Parties, or any of them, for the time period
18 from the beginning of time to the execution of this Agreement, and that this Agreement
19 contemplates the extinguishment of any such Representative Plaintiffs' claims.
20 Notwithstanding the above, the general release by Representative Plaintiffs shall not extend
21 to claims for workers' compensation benefits, claims for unemployment benefits, or other
22 claims that may not be released by law.

23 **VII. PUBLICITY**

24 Other than filing any required Notices of Settlement in the Blanco PAGA Action and
25 Blanco Class Action, the Class and PAGA Representatives and Class Counsel will not make
26 any public disclosure of the Settlement or this Agreement until the filing of Plaintiffs' Motion
27 for Preliminary Approval. Class Counsel will take all steps necessary to ensure the Class and
28 PAGA Representatives are aware of and will encourage the Class and PAGA Representatives

1 to adhere to, the restriction against any public disclosure of the Settlement or this Agreement
2 until Plaintiffs file their Motion for Preliminary Approval with the Court.

3 **VIII. MISCELLANEOUS PROVISIONS**

4 **A. Amendments**

5 This Settlement Agreement may only be modified or changed by a writing signed by
6 the Parties hereto or by their counsel and approved by the Court.

7 **B. Integrated Agreement**

8 After this Stipulation is signed and delivered by all Parties to the Action and their
9 counsel, this Stipulation and its exhibits will constitute the entire agreement between the
10 Parties to the Action relating to the Settlement, and it will then be deemed that no oral
11 representations, warranties, covenants, or inducements have been made to any Party
12 concerning this Stipulation or its exhibits other than the representations, warranties,
13 covenants, and inducements expressly stated in this Stipulation and its exhibits.

14 **C. No Inducements**

15 The Parties acknowledge that they are entering into this Agreement as a free and
16 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever
17 and that neither Plaintiff nor Defendant have relied on any promises, representations, or
18 warranties regarding the subject matter hereof other than as set forth in this Stipulation.

19 **D. No Prior Assignment**

20 The Parties hereto represent, covenant, and warrant that they have not directly or
21 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action, or
23 rights herein released and discharged except as set forth herein.

24 **E. No Retaliation or Advice**

25 Defendant agrees not to retaliate against any Class Member for participating in the
26 Settlement or cooperating with Class Counsel, and Defendant will not induce or offer any
27 advice to any current or former employee to opt out of, or object to, the Settlement.

28 //

1 **F. Attorney's Fees**

2 To the extent that any Party institutes any legal action, arbitration, or other proceeding
3 to enforce the terms of the Settlement, the prevailing Party will be entitled to recover their
4 reasonable attorneys' fees and costs from the other Party or Parties.

5 **G. Applicable Law**

6 All terms and conditions of this Stipulation and its exhibits will be governed by and
7 interpreted according to the laws of the State of California, without giving effect to any
8 conflict of law principles or choice of law principles.

9 **H. Entry of Judgment Pursuant to Terms of Settlement**

10 The Parties agree that upon the Settlement of this case, the Court may enter judgment
11 pursuant to the terms of this Settlement and specifying the Gross Settlement Amount. The
12 Court will retain jurisdiction over the Parties to enforce the Settlement until performance in
13 full of the terms of the Settlement.

14 **I. Notices**

15 All notices, requests, demands and other communications required or permitted to be
16 given pursuant to this Agreement shall be in writing, and shall be delivered personally or by
17 first class mail to Class Counsel or Defendant's Counsel at their respective addresses as set
18 forth at the beginning of this Agreement or at any new address as to which counsel have
19 advised the Court and the other Parties.

20 **J. Binding on Successors**

21 This Agreement shall be binding and shall inure to the benefit of the Parties to the
22 Action and their respective successors, assigns, executors, administrators, heirs, and legal
23 representatives.

24 **K. Counterparts**

25 This Stipulation, and any amendments hereto, may be executed in any number of
26 counterparts, each of which when executed and delivered shall be deemed to be an original
27 and all of which taken together shall constitute the same instrument.

28 //

1 **L. Warranties and Representations**

2 With respect to themselves, each of the Parties to this Action and or their agent or
3 counsel represents, covenants, and warrants that they have full power and authority to enter
4 into and consummate all transactions contemplated by this Stipulation and have duly
5 authorized the execution, delivery, and performance of this Stipulation.

6 **M. Representation by Counsel**

7 The Parties to this Action acknowledge that they have been represented by counsel
8 throughout all negotiations that preceded the execution of this Stipulation, and that this
9 Stipulation has been executed with the consent and advice of counsel.

10 **N. Signatories**

11 It is agreed that because the Class Members are so numerous, it is impossible or
12 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
13 will advise all Class Members of the binding nature of the release, and the release shall have
14 the same force and effect as if this Stipulation was executed by each member of the Settlement
15 Class.

16 Dated: 07/01/2025 _____

Electronically Signed 2025-07-01 15:33:09 UTC - 172.56.15.211
Nintex AssureSign® 48069376-5a44-4949-ac5e-b30cd188edcd

Plaintiff Everlin Blanco

18 Dated: _____

Plaintiff Rudy Ramirez

20 Dated: _____

California Boiler, Inc.

22 By: _____

23 Its: _____

1 **L. Warranties and Representations**

2 With respect to themselves, each of the Parties to this Action and or their agent or
3 counsel represents, covenants, and warrants that they have full power and authority to enter
4 into and consummate all transactions contemplated by this Stipulation and have duly
5 authorized the execution, delivery, and performance of this Stipulation.

6 **M. Representation by Counsel**

7 The Parties to this Action acknowledge that they have been represented by counsel
8 throughout all negotiations that preceded the execution of this Stipulation, and that this
9 Stipulation has been executed with the consent and advice of counsel.

10 **N. Signatories**

11 It is agreed that because the Class Members are so numerous, it is impossible or
12 impractical to have each Class Member execute this Stipulation. The Notice of Settlement
13 will advise all Class Members of the binding nature of the release, and the release shall have
14 the same force and effect as if this Stipulation was executed by each member of the Settlement
15 Class.

16 Dated: _____

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18 Dated: 07/01/2025 _____

Plaintiff Everlin Blanco
Electronically Signed 2025-07-02 03:29:11 UTC - 174.195.130.248

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Plaintiff Rudy Ramirez

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20 Dated: _____

California Boiler, Inc.

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22 By: _____

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L. Warranties and Representations

With respect to themselves, each of the Parties to this Action and or their agent or counsel represents, covenants, and warrants that they have full power and authority to enter into and consummate all transactions contemplated by this Stipulation and have duly authorized the execution, delivery, and performance of this Stipulation.

M. Representation by Counsel

The Parties to this Action acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

N. Signatories

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation was executed by each member of the Settlement Class.

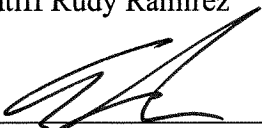
Dated: _____

Plaintiff Everlin Blanco

Dated: _____

Plaintiff Rudy Ramirez

Dated: 07/01/2025



California Boiler, Inc.

By: GARY ANDERSON

Its: PRESIDENT

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Approved as to form:

Dated: July 1, 2025

JACKSON LEWIS, PC

By: 

Nicole M. Shaffer
Mayra Hernandez
Attorneys for Defendant California Boiler, Inc.

Dated: June 27, 2025

GUNDZIK GUNDZIK HEEGER LLP

By: 

Aaron Gundzik
Attorney for Plaintiffs

Dated: July 2, 2025

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwan
Joanna Ghosh
Elizabeth Parker-Fawley
Attorney for Plaintiffs

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Exhibit A
(Notice of Settlement)

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

Blanco, et al. v. California Boiler, Inc., Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

If you have been employed in California by CALIFORNIA BOILER, INC. as a non-exempt employee, you may be entitled to receive money from a class action settlement.

*The Orange County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Orange County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for California Boiler, Inc. (“Defendant” or “California Boiler”) in California during the Class Period (November 16, 2018, through September 19, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department CX102 of the Orange County Superior Court, which is located at Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [60 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against California Boiler, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by California Boiler’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for California Boiler in California at any time from November 16, 2018, through September 19, 2024. You are receiving this notice because, according to California Boiler’s records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Former employees of California Boiler filed a class action against California Boiler in the Orange County Superior Court. The case is called *Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC* (the “Action”). The Action alleges that Plaintiffs and other the non-exempt employees of California Boiler were, among other things, not paid for all of their work, not paid all overtime wages owed, not provided with compliant meal and rest breaks, not provided compliant wage statements, not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); (10) Violation of California

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Business & Professions Code sections 17200, et seq.; and (11) Violation of California Labor Code sections 2698, et seq. (California Labor Code Private Attorneys General Act of 2004).

California Boiler vehemently denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, California Boiler contends that all employees have been properly compensated and that California Boiler complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by California Boiler. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2025 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Edwin Aiwarzian Joanna Ghosh Elizabeth Parker-Fawley LAWYERS for JUSTICE, PC 450 Brand Blvd., Suite 900 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Aaron.gundzik@gghllp.com Rebecca Gundzik Rebecca.gundzik@gghllp.com GUNDZIK GUNDZIK HEEGER LLP 3415 S. Sepulveda Blvd., Suite 420 Los Angeles, CA 90034 Tel: (818) 290-7461
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

California Boiler has agreed to pay \$750,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release award to the Plaintiffs, and funds owed to the state of California and the PAGA Employees in settlement of the PAGA claims for penalties. The remaining amount (called the Net Settlement Amount), approximately \$365,650, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$262,500 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount. Class Counsel have agreed to split any attorneys' fee award as follows: 80% to Lawyers for Justice, PC and 20% to Gundzik Gundzik Heeger LLP.

(b) Service and Release Award: The Plaintiffs, Everlin Blanco and Rudy Ramirez, are requesting service and release awards not to exceed \$7,500 each for a total of \$15,000 in addition to the amount they will receive as members of the class and/or as PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims he is required to provide to California Boiler. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

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(c) **Settlement Administration Costs:** The Settlement Administrator, Phoenix Settlement Administrators, has advised the parties that the settlement administration costs will not exceed \$6,850. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments for PAGA Penalties:** Subject to the Court's approval, a total of \$75,000 will be deducted from the Gross Settlement Amount and allocated to settle allegations that California Boiler owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$56,250 (75%) will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other 25%, which is \$18,750, will be distributed to class members who worked for California Boiler at any time during the PAGA Period, which is from October 5, 2021, through September 19, 2024 ("PAGA Employees"). Each PAGA Employee's portion of the \$18,750 in penalties will be calculated by dividing the individual's number of pay periods worked during the PAGA Period by the total number of pay periods worked during the PAGA Period by all PAGA Employees and multiplying the resulting fraction by \$18,750.

(e) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for California Boiler for at least one day during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to California Boiler's records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. California Boiler's records also show that you worked a total of ___ pay periods during the PAGA Period. Based upon this information, under the settlement, you will receive approximately \$ _____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release award to Plaintiff, payment to the LWDA, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered 30% as wages and reported on a W-2 form. The other 70% of your class settlement payment will be considered as penalties and interest. These amounts will be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Amount will be deemed penalties and reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. **Release by Class Members who do not exclude themselves from the Settlement.**

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies from all claims arising during the Class Period under state, federal or local law, whether statutory, common law or administrative law that were made or that could have been made based on the allegations in the complaint which allege: (1) Failure to Pay Overtime; (2)

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Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Earned Wages Upon Termination; (6) Failure to Pay Wages Timely During employment; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Requisite Payroll Records; (9) Failure to Reimburse for Business Expenses; and (10) Unfair Competition in Violation of Business and Professions Code Section 17200 and their request for damages, including, but not limited to, claims for injunctive relief; liquidated damages, penalties of any nature; interest; fees and costs.

B. Release by Class Members who worked for California Boiler During the PAGA Period.

If you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will receive a payment that is your share of the PAGA Employee Portion and you will release California Boiler and all of its present and former parent companies, subsidiaries, divisions, related and affiliated companies, all claims for PAGA civil penalties arising during the PAGA Period, that were alleged, or reasonably could have been alleged, based on the facts contained in the complaint and/or October 5, 2022, PAGA notice letter to the LWDA, including but not limited to: claims under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq. arising out of or related to the allegations in the operative complaint which alleges: PAGA violations arising from Defendant's alleged failure to: (1) pay overtime; (2) provide meal periods; (3) provide rest periods; (4) pay minimum wages; (5) timely pay wages upon termination; (6) timely pay wages during employment; (7) furnish complete and accurate wage statements; (8) keep complete and accurate payroll records; and (9) reimburse business related expenses and costs. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you can complete and sign the enclosed "Workweek Dispute Form," and return it to the Settlement Administrator. Or otherwise provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*). You should provide written documentation supporting the number of workweeks you believe that you worked. Your completed Dispute Form or other dispute documents must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by completing and signing the enclosed "Request for Exclusion Form" and returning it to the Settlement Administrator. You may also submit a written Request for Exclusion at the address specified in Section 11 below. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must

FOR MORE INFORMATION CALL 1-800-_____.

also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked (if mailed) or received by the Settlement Administrator (if faxed or emailed) on or before **[60 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against California Boiler.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for California Boiler at any time from October 5, 2021, through September 19, 2024, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by completing and signing the enclosed “Notice of Objection Form” and returning it to the Settlement Administrator at the address specified in Section 12 below. The completed Objection Form must be postmarked (if mailed) or received by the Settlement Administrator (if emailed or faxed) no later than **[60 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Blanco, et al. v. California Boiler, Inc., Orange County Court Case 30-2022-01292011-CU-OE-CXC*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel’s request for attorneys’ fees and costs, and other issues will be held on _____, 2025 at _____.m., in Department CX102 of the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

If the Court approves of the settlement at the Final Approval Hearing, the Court will enter judgment on the settlement. A copy of the judgment will be posted on the Settlement Administrator’s website: www._____.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Orange County Superior Court, Civil Complex Center, 751 West Santa Ana Blvd., Santa Ana, CA 92701, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www._____ or you may contact the Settlement Administrator as follows:

[insert administrator contact information]

FOR MORE INFORMATION CALL 1-800-_____.

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

NOTICE OF OBJECTION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

If you wish to object to the Class Settlement described in the Notice of Class Action Settlement (“Class Notice”), fill out this form and mail, email or fax it to the Settlement Administrator, at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

Explanation of the Grounds for Your Objection (along with Legal or Factual Support for Your Objection):

If you are relying on papers, briefs, or other documents to make your objection, you must attach them to this form.

Full Name of Class Member: _____

Address of Class Member: _____

Signature of Class Member: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you have a legal representative representing you with respect to your objection, you must also provide the following information:

Full Name of Class Member’s Legal Representative: _____

Address of Class Member’s Legal Representative: _____

Telephone Number of Class Member’s Legal Representative: _____

Signature of Class Member’s Legal Representative: _____

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action.
For more information, please consult the Notice of Class Action Settlement.

Questions? Call: [Settlement Administrator’s 1-800 number]

NOTICE OF OBJECTION FORM

REQUEST FOR EXCLUSION FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND YOU DO NOT WANT TO RECEIVE ANY PAYMENT FROM THE CLASS SETTLEMENT

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, email or fax. at the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before [RESPONSE DEADLINE]

I request to be excluded from the class action settlement in the matter of ***Blanco, et al. v. California Boiler, Inc.*** By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Released Class Claims, and that I will not receive an Individual Settlement Payment. I understand that, if I am a PAGA Employee (i.e., if I was employed by Defendant California Boiler, Inc. in the State of California, as a non-exempt or hourly-paid employee at any time during the period from October 5, 2021, through September 19, 2024) nevertheless, I will still be bound by the settlement and release of the Released PAGA Claims and will be issued an Individual PAGA Payment.

Full Name: _____

Address: _____

Signature: _____ Date: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: _____

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action. For more information, please consult the Notice of Class Action Settlement.

CLASS MEMBER WORKWEEK/PAY PERIOD DISPUTE FORM

Blanco, et al. v. California Boiler, Inc.,
Orange County Court Case No. 30-2022-01292011-CU-OE-CXC

YOU DO NOT HAVE TO COMPLETE THIS FORM TO SHARE IN THE SETTLEMENT.

**ONLY RETURN THE FORM TO THE ADDRESS BELOW TO DISPUTE THE
INFORMATION INCLUDED HERE.**

The records from Defendants indicate that you worked <<Class WW>> workweeks as a non-exempt employee from Class Period Start Date through Class Period End Date, and you worked <<PAGA PP>> pay periods during the PAGA Period of PAGA Period Start Date through PAGA Period End Date. Based on your total number of workweeks and pay periods, your estimated payment is \$<<Class Amt>> for the class action portion of the settlement and \$<<PAGA Amt>> for the PAGA portion of the settlement.

If you believe your total number of workweeks and/or pay periods is **incorrect**, please mail, email or fax this Dispute Form to the address below **along with any supporting documentation**. The Settlement Administrator will make its determination after considering the records and any documentation you provide.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

**The completed form must be postmarked (if mailed) or received (if faxed or emailed) on or before
[RESPONSE DEADLINE]**

Total Number of Workweeks You Believe You Worked _____

Total Number of Pay Periods You Believe You Worked _____

Dated: _____

(Signature)

(Type or Print Name)

(Telephone Number or Email Address)

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EXHBIT B
(Preliminary Approval Order)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

EVERLIN BLANCO, RUDY RAMIREZ,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiffs,

vs.

CALIFORNIA BOILER, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2022-01292011-CU-OE-CXC
Honorable Layne H. Melzer
Department CX102

CLASS ACTION
ORDER:

- (1) PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT;**
- (2) CONDITIONALLY CERTIFYING
A CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- (3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 4, 2025
Time: 2:00 p.m.
Dept.: CX-102

Complaint Filed: November 16, 2022
Jury Trial Date: None Set

The Court, having considered the Motion for Preliminary Approval of Class Action Settlement of Plaintiffs Everlin Blanco and Rudy Ramirez (“Plaintiffs”) (ROA # 95), the Declarations of Elizbeth Parker-Fawley (ROA # 100), Aaron Gundzik (ROA # 98), Plaintiffs Everlin Blanco (ROA # 99) and Rudy Ramirez (ROA # 97) and Jodey Lawrence

1 of Phoenix Settlement Administrators (ROA # 96), the Supplemental Declaration of Aaron
2 Gundzik (ROA # 125), the First Amended Stipulation of Class Action Settlement
3 (“Settlement Agreement”) executed by Plaintiffs and Defendant, attached to the
4 Supplemental Declaration of Aaron Gundzik (ROA # 125) as Exhibit B, the Second
5 Supplemental Declaration of Aaron Gundzik (ROA # 134), and the Notice of Proposed
6 Class Action Settlement (“Notice of Settlement”) attached as Exhibit G to the Second
7 Supplemental Declaration of Aaron Gundzik (ROA # 134) and attached hereto as **Exhibit 1**,
8 makes the following findings:

9 A. The parties to this action are Plaintiffs Everlin Blanco and Rudy Ramirez
10 (“Plaintiffs”) and Defendant California Boiler, Inc. (“Defendant”). Plaintiffs seek to
11 represent a Class including all current and former hourly-paid or non-exempt employees
12 who worked for Defendants within the State of California at any time during the Class
13 Period (from November 16, 2018, through September 19, 2024).

14 B. After participating in an arms-length mediation, Plaintiffs and Defendant
15 have agreed to a proposed settlement of this action on behalf of the class that Plaintiffs seek
16 to represent. The terms of the proposed settlement are fully set forth in the Settlement
17 Agreement (attached as Exhibit B to the Supplemental Declaration of Aaron Gundzik in
18 support of Plaintiff’s Motion for Preliminary Approval (ROA # 125)).

19 C. The terms of the proposed settlement include the following:

20 i. The proposed Class consists of all current and former hourly-paid or
21 non-exempt employees who worked for Defendants within the State of California at any
22 time during the Class Period.

23 ii. The Class Period is from November 16, 2018, through September 19,
24 2024.

25 iii. In settlement, Defendant will pay the gross amount of \$750,000, plus
26 the employer’s share of withholding taxes.

27 iv. Defendants will pay the Gross Settlement Amount in four separate
28 payments. The first payment of \$300,000 will be delivered to the Settlement Administrator

1 within 63 days of the Final Approval Order. The second payment, in the amount of
2 \$150,000, plus the Employer's Withholding Share, will be made two months after the first
3 payment is due. The third payment, in the amount of \$150,000 will be made two months
4 after the second payment is due. A final payment of \$150,000 will be made two months after
5 the third payment is due.

6 v. Within ten (10) calendar days after Defendant's deposit of the second
7 installment and the Employer's Withholding Share, the Settlement Administrator will make
8 the settlement payments to Settlement Class Members (pursuant to the formula specified in
9 the Settlement Agreement), PAGA Employees (pursuant to the formula specified in the
10 Settlement Agreement) and the LWDA.

11 vi. Within ten (10) calendar days of Defendant's deposit of all funds
12 due, the Settlement Administrator will pay the Court-approved Service Awards to the
13 Representative Plaintiffs, the court-approved award for Class Counsel's Attorneys' Fees and
14 Class Counsel's Costs to Class Counsel, and will pay the court-approved fees of the
15 Settlement Administrator.

16 vii. From the gross settlement amount, the parties propose to deduct fees
17 for settlement administration costs in the amount of \$6,850, service awards in the amount of
18 \$7,500 to Representative Plaintiff Everlin Blanco and \$7,500 to Representative Plaintiff
19 Rudy Ramirez, \$75,000 for PAGA penalties (75% of which will be paid to the California
20 Labor & Workforce Development Agency and 25% of which will be distributed to PAGA
21 Employees), Class Counsel's reasonable and actual costs in an amount not to exceed
22 \$25,000, and Class counsel's attorneys' fees as approved by the Court, but not to exceed
23 35% of the Gross Settlement Amount, which is currently estimated to be \$262,500.

24 viii. The amount remaining, after deductions approved by the Court, will
25 be distributed to individual Settlement Class Members in accordance with the formula
26 specified in the Settlement Agreement.

27 D. The proposed Notice of Settlement is attached hereto as **Exhibit 1** and is
28 incorporated herein by this reference. The Parties propose to have the Settlement

1 Administrator send the Notice of Settlement to all Class Members by regular mail and that
2 Class Members shall have sixty (60) days to opt out of or object to the settlement.

3 E. The Court preliminarily finds that the proposed Class Counsel are
4 experienced and in their view, the proposed settlement is fair and reasonable.

5 F. The Court preliminarily finds that the proposed settlement is fair and
6 reasonable to Class Members.

7 G. The Court preliminarily finds that the notice procedure set forth in the
8 Settlement Agreement will adequately notify the Class of the settlement and of their right to
9 opt out or object.

10 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

11 1. The motion is granted.

12 2. The Court preliminarily finds that the proposed settlement is fair, adequate
13 and reasonable and in the best interests of the Class Members.

14 3. The class action settlement, as set forth in the Settlement Agreement, is
15 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

16 4. The proposed Class is provisionally certified as an opt-out class action under
17 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
18 matter, with the Class defined as specified above and in the Settlement Agreement.

19 5. The Court preliminarily appoints Plaintiffs Everlin Blanco and Rudy Ramirez
20 as the class representatives for the provisionally certified Class.

21 6. The Court preliminarily appoints Edwin Aiwasian, Arby Aiwasian, Joanna
22 Ghosh, Elizabeth Parker-Fawley, Aaron C. Gundzik and Rebecca G. Gundzik as Class
23 Counsel for the provisionally certified Class.

24 7. The Court preliminarily appoints Phoenix Settlement Administrators as the
25 Settlement Administrator.

26 8. The Settlement Administrator is ordered to immediately post this Order and a
27 copy of the Settlement Agreement on the website it has established for this case.

28

1 9. The Notice of Settlement in substantially the form attached hereto as Exhibit
2 1 is approved, and the Settlement Administrator is authorized to send the Notice of
3 Settlement to the provisionally certified Class.

4 10. The Court directs the Settlement Administrator to mail the Notice of
5 Settlement to the Class Members, as provided for in the Settlement Agreement.

6 11. The Court preliminarily approves of the Class release in the Settlement
7 Agreement.

8 12. The Court directs that any and all objections to the Settlement be sent to the
9 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
10 later than sixty (60) calendar days after the Notice of Settlement is mailed. For remailed
11 notices, the deadline shall be forty-five (45) calendar days after remailing.

12 13. The Court directs that all requests for exclusion must be sent to the
13 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
14 later sixty (60) calendar days after the Notice of Settlement is mailed or re-mailed. For
15 remailed notices, the deadline shall be forty-five (45) calendar days after remailing.

16 14. A Final Approval Hearing on the question of whether the proposed class
17 settlement should be finally approved as fair, reasonable, and adequate as to the members
18 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
19 Counsel's Costs, for approval of the service and release award to the class representative,
20 for approval of the fees of the settlement administrator is set for January 22, 2026, at 2:00
21 p.m. in Department CX-102 of the above-entitled Court.

22 15. The Court orders that the papers in support of the final approval of the
23 settlement and Plaintiff's award of attorneys' fees and costs shall be filed at least 16 court
24 days before the hearing.

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16. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within ten (10) calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten (10) calendar days of receipt of class data from Defendant
Deadline to dispute workdays, opt out of or object to settlement	Within sixty (60) calendar days of mailing or forty-five (45) calendar days of re-mailing of Notice of Settlement
Deadline for settlement administrator to provide counsel with Declaration of Compliance and report regarding notice and exclusion process	5 days prior to deadline for filing motion for final approval
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	January 22, 2026, at 2:00 p.m. in Department CX-102



Dated:9/19/2025

Hon. Layne H. Melzer
Judge of the Superior Court

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EXHIBIT C
(Time & Task Summary)

DATE	ATTORNEY	TASK DESCRIPTION	TIME
		Review MOU; related emails with defense counsel; begin drafting long form settlement agreement; research Judge Hurwitz settlement information	3.8
7/15/2024	A Gundzik		
7/17/2024	A Gundzik	Emails with defense counsel	0.2
		Contact court clerk re motion for preliminary approval guidelines; review guidelines or relevancy to Plaintiffs' motion	1.1
7/18/2024	A Gundzik		
		Prepare for and confer with defense counsel re issues for settlement agreement; emails with J Ghosh re opt out forms and amended complaint	0.9
7/19/2024	A Gundzik		
		Emails with J Ghosh re amended complaint; emails with TPAs for administration bids	0.8
7/20/2024	A Gundzik		
		Review use of opt out and objection forms; related emails with J Ghosh; emails with defense counsel re settlement; revise and finalize drafts of FAC,	
7/24/2024	A Gundzik	stipulation, settlement agreement and notice	4.9
8/8/2024	A Gundzik	prepare status report; emails with defense counsel re same	1.2
8/12/2024	A Gundzik	emails with defense counsel re status report	0.2
8/13/2024	A Gundzik	emails with defense counsel and co-counsel re status report	0.2
8/14/2024	A Gundzik	review comments on status report; revise and finalize report	0.4
8/20/2024	A Gundzik	review minute order re CMC	0.2
8/22/2024	A Gundzik	emails with defense counsel re settlement documents	0.2
		review defense counsel's comments to settlement document; related emails	0.8
9/5/2024	A Gundzik		
		revise and finalize stipulation re FAC and settlement documents; email co-counsel re settlement documents	4.8
9/9/2024	A Gundzik		
9/12/2024	A Gundzik	finalize and file FAC stipulation	0.4
		review court order re FAC; finalize and file FAC and notice of order; prepare notice of order	0.6
9/17/2024	A Gundzik		
9/23/2024	A Gundzik	prepare and file request for dismissal of PAGA action	0.4
10/16/2024	A Gundzik	finalize settlement agreement and email to defense counsel	0.9
10/28/2024	A Gundzik	emails with defense counsel re MPA	0.3
10/29/2024	A Gundzik	emails with defense counsel re settlement documents	0.3
11/15/2024	A Gundzik	emails re settlement agreement	0.2
11/18/2024	A Gundzik	work on MPA and related declarations	2.9
11/20/2024	A Gundzik	work on MPA and related declarations	1.8
12/4/2024	A Gundzik	work on MPA and related declarations	2.2
12/10/2024	A Gundzik	work on MPA and related declarations	1.4
12/19/2024	A Gundzik	emails with co-counsel re issues with motion	0.3
12/20/2024	A Gundzik	emails with defense counsel re settlement issues	0.2
		emails with defense counsel re MPA and related documents;	
12/24/2024	A Gundzik	emails with TPA re declaration; prepare CMC statement;	1.1
12/26/2024	A Gundzik	review TPA declaration and emails with TPA	0.4
12/30/2024	A Gundzik	emails with defense counsel re CMC statement; file CMC report	0.4

1/6/2025	A Gundzik	emails with defense counsel re MPA papers	0.1
		emails with defense counsel re MPA papers; review comments;	
1/16/2025	A Gundzik	revise and finalize MPA documents	3.1
2/11/2025	A Gundzik	Finalize and file MPA and related papers	1.1
4/14/2025	A Gundzik	prepare CMC report; emails with defense counsel re same	0.5
4/16/2025	A Gundzik	finalize and file CMC report	0.3
		review tentative ruling on MPA; emails with co-counsel and	
5/21/2025	A Gundzik	defense counsel re same	1.4
5/22/2025	A Gundzik	contact court re tentative ruling	0.2
		prepare First Amended Settlement Agreement and Notice;	
5/27/2025	A Gundzik	emails with co-counsel re same	3.1
		emails with defense counsel re amendments to settlement	
5/28/2025	A Gundzik	agreement	0.2
		review comments to amended settlement agreement; revise	
6/27/2025	A Gundzik	and finalize documents; email TPA re translations	1.5
6/30/2025	A Gundzik	emails re translations	0.4
		prepare declaration for amended settlement agreement and	
7/1/2025	A Gundzik	responses to court comments	3.1
		emails re amended settlement agreement; finalize and serve	
7/2/2025	A Gundzik	with Gundzik declaration	1.2
		review tentative ruling on MPA; emails with co-counsel and	
7/16/2025	A Gundzik	defense counsel re same	0.8
7/21/2025	A Gundzik	prepare and file notice of ruling	0.2
		prepare documents in response to court tentative ruling;	
7/22/2025	A Gundzik	related emails with co-counsel	1.2
		revise supplemental papers; emails with defense counsel re	
8/4/2025	A Gundzik	supplemental MPA filing	0.6
		confer with defense counsel re supplemental filing; revise and	
8/18/2025	A Gundzik	finalize papers	0.8
		review tentative ruling on MPA; emails with co-counsel and	
9/3/2025	A Gundzik	defense counsel re same	0.5
9/25/2025	A Gundzik	emails with TPA re preliminary approval order	0.2
9/30/2025	A Gundzik	emails with TPA re class list	0.2
10/10/2025	A Gundzik	review notice and settlement calculations from TPA	0.8
10/17/2025	A Gundzik	emails with TPA re notice mailing	0.1
10/24/2025	A Gundzik	review TPA report	0.1
10/31/2025	A Gundzik	review TPA report	0.1
11/7/2025	A Gundzik	review TPA report; emails with TPA	0.2
11/14/2025	A Gundzik	review TPA report	0.1
11/21/2025	A Gundzik	review TPA report	0.1
11/26/2025	A Gundzik	review TPA report	0.1
12/2/2025	R Gundzik	review file to draft MFA; draft E Parker-Fawley Decl. re MFA	5.7
12/3/2025	R Gundzik	Draft plaintiffs' declarations	2.1
12/5/2025	A Gundzik	review TPA report	0.1

12/8/2025	R Gundzik	draft A Gundzik decl re MFA	4.3
12/11/2025	R Gundzik	draft TPA decl re MFA	2.2
12/12/2025	R Gundzik	draft MFA; email with co-counsel re declarations	6.9
12/15/2025	R Gundzik	draft MFA; work on billing and cost details	7.3
12/16/2025	R Gundzik	Begin revisions to MFA papers; draft judgment and order; confer with TPA re MFA issues	5.4
12/17/2025	R Gundzik	review TPA revisions and additions to TPA decl; revise MFA and order per TPA additions and revisions	2.3
12/18/2025	R Gundzik	confer w co-counsel re MFA; revise MFA and supportin	4.6
Total Hours			96.7
Blended Hourly Rate			\$750
Value			\$72,525

EXHIBIT D
(Expenses)

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Date	Expense	Description	Amount
07-15-2024	Filing fee	OCSC	7.71
08-08-2024	Filing fees	OCSC	15.00
08-14-2024	Express Network	Joint Case Management	53.00
09-12-2024	Express Network	Stipulation and Proposed Order	78.00
09-17-2024	Express Network	Notice of Entry; First Amended Class	64.00
09-23-2024	Express Network	Request for Dismissal	53.00
12-31-2024	Express Network	Joint Case Management Conference Statement	53.00
01-15-2025	Express Network	Notice of Change of Address	53.00
02-11-2025	Express Network	Express Network - Notice	53.00
02-11-2025	Express Network	Declaration (x5); Notice of Motion; POS; Proposed Order	130.00
04-16-2025	Express Network	Joint Case Management Conference Statement	56.00
06-25-2025	Express Network	POS	56.00
07-02-2025	Express Network	Proposed; Supplemental Declaration	56.00
07-21-2025	Filing fees	OCSC Filing fees	7.50
07-21-2025	Express Network	Notice of Ruling and Continuance	56.00
07-21-2025	Express Network	POS	56.00
08-19-2025	Express Network	2nd supplemental declaration	78.00
08-20-2025	Express Network	Proposed Order	56.00
09-18-2025	Express Network	Supplemental to Proposed Order	56.00
09-23-2025	Express Network	Notice of Entry	56.00
Total Expenses			1,093.21

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EXHIBIT E
(Hourly Rate Survey)



National Association of Legal Fee Analysis
Specializing in Attorney Fees & Legal Billing
— *The Nation's Top Attorney Fee Experts*

News Release

FOR IMMEDIATE RELEASE

March 4, 2020

Survey: Defense Rates Keep Pace with Plaintiffs' Rates in Class Action Litigation

Chicago, IL -- Defense rates keep pace with plaintiffs' rates in class action litigation at partner and associate levels in 2020. That's just one of the findings from a recent survey, The 2020 Class Action Hourly Rate Survey, conducted by the National Association of Legal Fee Analysis (NALFA). This billing rate survey, conducted via email over a two month period, asked class action litigators from the nation's 16 largest legal markets if their current regular hourly rate falls within a given range.

The NALFA survey shows that 95 percent of all class actions fall within the \$200-\$1,200 hourly rate range for both defense and plaintiffs' counsel at partner and associate levels. In short, only 5 percent of class action hourly rates are less than \$200 and over \$1,200. Thus, nearly all class action hourly rates fall within a \$1,000 hourly rate statistical variance.

This survey is the first in a series of hourly rate surveys that NALFA will be conducting in specific practice areas. NALFA also conducts custom hourly rate surveys for clients such as law firms, corporate legal departments, and government agencies. NALFA surveys provide the most accurate and current hourly rate ranges within a given geography and practice area.

"This survey data may be the nation's first and only quantitative class action hourly rate data of its kind," said Terry Jesse, NALFA Executive Director. With more class action hourly rate data to follow, here are some of the top level findings from NALFA's 2020 Class Action Hourly Rate Survey:

The 2020 Average Hourly Rate Range in Class Actions		
	Plaintiffs' Rate	Defense Rate
Senior Partner (20+ Years in Practice)	\$801-\$900	\$801-\$900
Partner (16-19 Years in Practice)	\$701-\$800	\$601-\$700
Junior Partner (12-15 Years in Practice)	\$501-\$600	\$401-\$500
Senior Associate (9-11 Years in Practice)	\$401-\$500	\$301-\$400
Associate (5-8 Years in Practice)	\$201-\$300	\$201-\$300
Junior Associate (2-4 Years in Practice)	\$201-\$300	\$201-\$300
Estimated Margin of Error: +/- \$25.00		

For more information on this survey, visit <http://www.thenalfa.org/blog/survey-class-action-defense-rates-keep-pace-with-plaintiffs-rates-in-2020/> or contact Terry Jesse, NALFA Executive Director at terry@thenalfa.org or call us at (312) 907-7275.



The National Association of Legal Fee Analysis (NALFA) is a 501(c)(6) non-profit professional association for the legal fee analysis field. Our members provide a range of services on attorney fee and legal billing matters.

Courts and clients turn to us for expertise when attorney fees and expenses are at issue in large, complex cases. NALFA members are fully qualified attorney fee experts, special fee masters, bankruptcy fee examiners, fee dispute neutrals, and legal bill auditors. Our members follow

Best Practices in Legal Fee Analysis. Our services include: Custom Hourly Rate Surveys and Fee Dispute Mediation. For more on NALFA, visit www.thenalfa.org. Follow us on Twitter at [@AttorneyFees](https://twitter.com/AttorneyFees).

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