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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF SANTA CLARA**

14 TIANA SELL, an individual, on behalf of
15 herself and on behalf of all persons similarly
16 situated,

17 Plaintiff,

18 vs.

19 EBLOCK CORPORATION, a
20 Corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.

Case No. 23CV409729

[Consolidated with Case No. 23CV410279]

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

Hearing Date: December 4, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated July 24, 2024 as
adjusted by clerk email of July 24, 2024]

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: January 10, 2023

Trial Date: Not set

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

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

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

25
26 3. Summary of the Proposed Settlement.

27 (a) A true and correct copy of the Class Action and PAGA Settlement Agreement (the
28 "Agreement") between the parties is attached hereto as Exhibit #2. Plaintiff and Defendant EBlock

1 Corporation (“Defendant”) reached a full and final settlement of the above-captioned action, which is
2 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
3 Gross Settlement Amount to be paid by Defendant is Five Hundred Thirty-Two Thousand Five Hundred
4 Dollars (\$532,500) (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount
5 consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class
6 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
7 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and (5) the
8 PAGA Penalties. (Agreement at ¶ 3.1.)

9 (b) The Gross Settlement Amount does not include Defendant’s share of payroll taxes.
10 (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant.
11 (Agreement at ¶ 3.1.)

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

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

27 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
28 the Court by mailing the notice packets after updating class members’ addresses using the National Change

1 of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any
2 forwarding address provided or updated address located. See Declaration of Madely Nava. Class
3 Members were provided with the opportunity to exclude themselves or "opt out" if they did not want to
4 participate in the settlement. *Id.* Significantly, there have been no objections and no requests to opt-out.
5 As such, the entire Class (100.00%) will participate in the Settlement and will be sent a settlement check.
6 All Aggrieved Employees, including those who submit an opt-out request, will still be paid their allocation
7 of the PAGA Penalties and will remain subject to the release of the PAGA Released Claims regardless of
8 their request for exclusion. (Agreement at ¶ 6.3 and 8.5(d)) Finally, the Notice advised the Class Members
9 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
10 Ex. A.)

11 (f) A Participating Class Member must cash the check for his or her Individual Class Payment
12 (and, if applicable, Individual PAGA Payment) within 180 days after it is mailed. (Agreement at ¶ 5.2.)
13 Any settlement checks not cashed within 180 days will be voided and any funds represented by such
14 checks sent to a *cy pres* recipient, and the Parties propose the Interdisciplinary Center for Healthy
15 Workplaces to be the *cy pres* recipient in compliance with requirements of California Code of Civil
16 Procedure Section 384, subd. (b).¹

17 (g) Apex Class Action LLC was appointed by the Court as the Administrator for the Settlement.
18 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
19 administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).) The total Administration
20 Expenses Payment, including fees and costs incurred to-date, as well as anticipated fees and costs for
21 completion of the settlement administration, will be set forth in the forthcoming Declaration of Madely
22 Nava.

23 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
24 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement
25

26 ¹ The Agreement initially provided for funds to go to the Controller's Unclaimed Property Fund,
27 however, the Parties have stipulated to change this to a *cy pres* procedure and designated the
28 Interdisciplinary Center for Healthy Workplaces. See Stipulation Regarding Cy Pres, filed on or about
July 23, 2024.

1 at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel
2 Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).) The
3 Agreement provides for a payment of no more than \$12, 500 to the Plaintiff as the Class Representative
4 Service Payment (Agreement at ¶ 3.2(a)), which was reduced to \$5,000 by the Court at the time of
5 preliminary approval. In support of this separate motion for attorneys' fees, reimbursement of expenses
6 and service awards, Class Counsel is providing evidentiary support, for these requests, including lodestar.

7 (i) Subject to Court approval, Fifteen Thousand Dollars (\$15,000) will be paid from the Gross
8 Settlement Amount in settlement of Plaintiff's claim for civil penalties under the California Labor Code
9 Private Attorneys General Act ("PAGA"), Cal. Labor Code Section 2698, *et seq.* Pursuant to the express
10 requirements of Labor Code § 2699(i), the PAGA Penalties payment shall be allocated as follows: 75%
11 (\$11,250) shall be allocated to the LWDA as its share of the civil penalties and 25% (\$3,750) allocated
12 to the Aggrieved Employees and distributed as Individual PAGA Payments based on the number of their
13 respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service,
14 the LWDA has been served with this motion and the Agreement.

15 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved for
16 the same reasons the Court granted preliminary approval of the Settlement, agreeing that the settlement
17 is "fair, adequate, and reasonable." (Preliminary Approval Order at pp. 2, 4.) In sum, the Settlement valued
18 at \$532,500 is an excellent result for the Class. This result is particularly favorable in light of the fact that
19 liability and class certification in this case were far from certain in light of the defenses asserted by
20 Defendant. Given the complexities of this case, the defenses asserted, the uncertainty of class certification,
21 along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and
22 adequate, and should be finally approved.

23
24 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
25 dated July 24, 20224 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
26 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On September
27 5, 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
28 each class member with the terms of the Settlement, including notice of the claims at issue and the financial

1 terms of the settlement, including the attorneys' fees, costs, and service award that were being sought, how
2 individual settlement awards would be calculated, and the specific, estimated payment amount to that
3 individual. See Declaration fo Madely Nava. In disseminating the notice, the Administrator followed the
4 notice procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have
5 been no objections and no requests to opt-out. As such, the entire Class (100.00%) will participate in the
6 Settlement and will be sent a settlement check.

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

15
16 6. Procedural History of the Litigation

17 (a) On November 15, 2022, Plaintiff filed with the LWDA and served on Defendant a notice
18 under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties
19 on behalf of Aggrieved Employees for various Labor Code violations. On January 10, 2023, Plaintiff
20 commenced the Action by filing a Complaint against Defendant in the Superior Court of the State of
21 California, County of Santa Clara. The Complaint asserted class claims against Defendant for: (1) unfair
22 competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages
23 in violation of California Labor Code §§ 1194, 1197 & 1197.1; (3) failure to pay overtime wages in
24 violation of Cal. Labor Code § 510; (4) failure to provide required meal periods in violation of Cal. Labor
25 Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§
26 226.7 and 512; (6); failure to provide accurate itemized wage statements in violation of California Labor
27 Code § 226; (7) failure to reimburse employees for required expenses in violation of California Labor
28 Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202

1 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233,
2 246. .

3 (b) On January 25, 2023, Plaintiff filed a separate complaint against Defendant (the “PAGA
4 Action”) for violation of the Private Attorney General Act (“PAGA”) seeking civil penalties pursuant to
5 Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 226(a),
6 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
7 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). On March 14, 2023, the Court
8 Ordered the Class Action and PAGA Action be consolidated with the first-filed Class Action as the lead
9 case.

10 (c) As part of this Settlement, the Parties stipulated to the filing of a Consolidated First
11 Amended Complaint in the Class Action that adds the claims and parties originally in the PAGA Action.
12 The Consolidated First Amended Complaint was filed on December 18, 2023 and is the operative
13 complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative
14 Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies
15 any and all liability for the causes of action alleged.

16 (d) Over the course of litigation, the Parties engaged in the investigation of the claims,
17 including production of documents, class data, and other information, allowing for the full and complete
18 analysis of liabilities and defenses to the claims in the Action. Plaintiff obtained informal discovery, which
19 included the production and analysis of hundreds of pages of documents. The information for mediation
20 obtained by Plaintiff included: (1) data concerning the composition of the Class; (2) payroll data for the
21 Class and time punch data for the Class which covered 10,660 shifts; (3) Defendant’s wage and hour
22 policies and job descriptions; (4) the employment file for the Plaintiff; and, (5) samples of wage statements
23 provided by Defendant. As such, Class Counsel received the data and information for the Class, which
24 was sufficient for Plaintiff’s expert to prepare the valuations of the claims for the Class.

25 (e) Class Counsel has extensive experience in litigating wage and hour class actions in
26 California. The Parties have vigorously litigated the Action since inception. During the course of
27 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant
28 have engaged in substantial research and investigation in connection with the Action. Class Counsel has

1 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
2 to perform an analysis of the data and valuation of the claims.

3 (f) Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation.
4 Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and
5 information in connection with the Action. On October 26, 2023, the Parties participated in an all-day
6 mediation presided over by Michael Dickstein, a respected and experienced mediator of wage and hour
7 class actions. Following the mediation, each side, represented by its respective counsel, were able to agree
8 to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of
9 understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement.
10 At all times, the negotiations were arm's length and contentious.

11 (g) Although a settlement has been reached, Defendant denies any liability or wrongdoing of
12 any kind associated with the claims alleged in the Action and further deny that, for any purpose other than
13 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
14 among other things, that it has properly compensated the Class Members and complied at all times with
15 the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant
16 contends that class certification is inappropriate for any reason other than for settlement. Plaintiff
17 contends that Defendant violated California wage and hour laws. Plaintiff further contends that the Action
18 is appropriate for class certification on the basis that the claims meet the requisites for class certification.
19 Without admitting that class certification is proper, Defendant has stipulated that the above Class may be
20 certified for settlement purposes only. (Agreement at ¶ 2.9.) The Parties agree that certification for
21 settlement purposes is not an admission that class certification is proper. Further, the Agreement is not
22 admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement.
23 Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing
24 class certification with respect to the Class are satisfied

25 (h) Class Counsel has conducted a thorough investigation into the facts of the class action.
26 Over the course of more than a year, Class Counsel diligently evaluated the Class Members' claims against
27 Defendant. Prior to the settlement negotiations, counsel for Defendant provided Class Counsel with
28 access to necessary documents and information for the Class. In addition, Class Counsel has previously

1 negotiated settlements with other employers in actions involving nearly identical issues and analogous
2 defenses. Based on the informal discovery and their own independent investigation, evaluation and
3 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the
4 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
5 facts and circumstances, including the risk of significant delay, the risk that the claims would not be
6 allowed to proceed on a class or representative basis, the defenses asserted by Defendant, and potential
7 appellate issues.

8

9 7. History of Settlement Discussions

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

16 (b) The Parties attended an arms-length mediation session with Michael Dickstein, Esq., a
17 respected and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
18 preparation for the mediation, Defendant provided to Plaintiff and Class Counsel payroll and employment
19 data and other information regarding the Class Members, various internal documents, and other
20 compensation and employment-related materials. Class Counsel analyzed the data with the assistance of
21 damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator.
22 Following this all-day mediation, the Parties agreed to this Settlement based upon a mediator's proposal.

23 (c) From November 2023 to January 2024, the settlement agreement and exhibits thereto were
24 finalized and executed. On July 24, 2024, the Court granted the Motion for Preliminary Approval, and
25 entered the Order granting preliminary approved of the settlement as fair and reasonable to the Class.

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

28

1 8. The outcome of this case would have been uncertain and fraught with risks.

2 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
3 Plaintiff and the other Class Members. Defendant maintains that its practices complied with all applicable
4 wage and hour laws. Defendant maintains that all Class Members' work time was properly recorded and
5 compensated and that there was no miscalculation of the regular rate. Defendant contends that its meal
6 and rest period policies and practices provide Class Members with meal and rest periods and that the
7 payment of significant meal premiums is evidence of Defendant's legal compliant practices. As to expense
8 reimbursement, Defendant maintains that it did not fail to provide reimbursement for necessary business
9 expenses because, among other things, employees are not required to use their personal cell phones to
10 perform their work. Defendant could argue that the decisions in *Brinker v. Superior Court*, 53 Cal.4th
11 1004 (2012), *Lockheed Martin Corp. v. Superior Ct.*, 29 Cal. 4th 1096, 1108 (2003), and *Salazar v. See's*
12 *Candy Shops Inc.*, 64 Cal.App.5th 85 (2021), weakened Plaintiff's claims in terms of liability and value,
13 and preclude claims from proceeding on a class or representative basis. Defendant also maintains that a
14 good faith dispute and absence of willfulness would negate the claims for waiting time penalties and/or
15 failure to provide accurate itemized wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15
16 Cal.5th 1056, 1065 (2024) ("if an employer reasonably and in good faith believed it was providing a
17 complete and accurate wage statement in compliance with the requirements of section 226, then it has not
18 knowingly and intentionally failed to comply with the wage statement law.") If successful, Defendant's
19 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that
20 these defenses could be overcome, Defendant maintains these defenses have merit and therefore present
21 a serious risk to recovery by the Class.

22 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
23 to obtain class certification and thereby not recover on behalf of any employees other than herself.
24 Defendant argued that the individual experience of each putative class member varied with respect to the
25 claims, which would preclude the claims from proceeding on a class basis. For instance, Plaintiff's meal
26 and rest period claims would require individualized inquiries into whether each employee took a compliant
27 meal or rest period on a given shift and, if not, why. Plaintiff is aware of other cases where class
28 certification of similar claims was denied. See e.g. *Cacho v. Eurostar, Inc.*, 43 Cal.App.5th 885 (2019)

1 (denying certification of rest break claims). Finally, even if class certification was successful, as
2 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Association*, 59
3 Cal.4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where a class
4 has been certified. While other cases have approved class certification of wage and hour claims, class
5 certification in this Action would have been hotly disputed and was by no means a foregone conclusion.

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

20 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
21 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
22 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
23 to the value of the claims. Based upon 337 Participating Class Members who collectively worked 26,569
24 Workweeks, which were the estimated class figures at mediation, the Gross Settlement Amount provides
25 a value of \$1,580 per Class Member and \$20 per Workweek and after deductions, the Net Settlement
26 Amount provides an average recovery of \$890.05 per Class Member and a recovery of \$11.28 per
27 Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation
28 were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue

1 in this Action, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for
2 the employees. For the Class, the maximum value of the claim for unpaid wages due to the alleged
3 miscalculation of the regular rate applicable to overtime pay, sick pay and meal premiums was \$28,198,
4 the maximum value of the claim for unpaid wages due to alleged off-the-clock work was \$649,680, the
5 maximum potential damages for alleged meal period violations were estimated to be \$114,118 based upon
6 a 7.8% violation rate observed in the time records and after deduction of meal premiums already paid by
7 Defendant, the maximum potential damages for alleged rest period violations were estimated to be
8 \$169,369 based upon the same 7.8% potential violation rate observed for meal periods, and the maximum
9 potential damages for the alleged failure to reimburse business expenses were calculated to be \$32,595
10 based upon \$5 per month. In total, the damages for the Class were calculated to have a maximum
11 potential total value of \$993,960. In addition, Plaintiff calculated that the maximum value of the potential
12 waiting time penalties were \$824,997, and the maximum value of the potential wage statement penalties
13 were \$77,850.² Defendant vigorously disputed Plaintiff's calculations and exposure theories.
14 Consequently, the Gross Settlement Amount represents more than 53% of Plaintiff's calculation of the
15 potential maximum damages at issue for the Class in this case, assuming these amounts could all be proven
16 in full at trial.³ Importantly, the recent decision that good faith belief of compliance by the employer in
17 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056, 1065 (2024), could completely negate the claims
18 for waiting time and wage statement penalties, even if wages were owed to the class. The maximum
19 calculations should then be realistically risk rated in consideration for both the risk of class certification
20 and the risk of establishing class-wide liability on all claims. Given the amount of the Settlement as
21

22
23 ² While Plaintiff alleged claims for statutory penalties pursuant to Labor Code §§ 203 and 226, these
24 claims were subject to additional, separate defenses asserted by Defendant, including, a good faith
25 dispute defense as to whether any premium wages for meal or rest periods or other wages were owed
26 given Defendant's position that Class Members were properly compensated. *See Nordstrom Commission*
Cases, 186 Cal.App.4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and
employee have a good faith dispute as to whether and when the wages were due.").

27 ³ Because the PAGA claim does not provide a recovery to the Class, Plaintiff did not include the
28 PAGA claim in this discussion of the class claim valuation. The PAGA claim was addressed in the
Declaration of Kyle Nordrehaug at ¶ 33 filed in support of the motion for preliminary approval.

1 compared to the potential value of the claims, the Settlement is most certainly fair and reasonable.⁴ Clearly,
2 the goal of this litigation has been met.

3 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
4 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
5 defenses both to liability and to class certification. The maximum and average Class Member allocation
6 will be set forth in the forthcoming Declaration of Madely Nava (Administrator). Given the complexities
7 of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
8 reasonable and adequate, and should be finally approved.

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

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

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

17 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
18 fund settlement to be paid by Defendant to the Class in the amount of Five Hundred Thirty-Two Thousand
19 Five Hundred Dollars (\$532,500). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties
20 agreed to an award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class

22 ⁴ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
23 settlement where the settlement amount constituted approximately 25% of the estimated overtime
24 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
25 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
26 approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
27 *Nadler (In re Mego Fin. Corp. Sec. Litig.)*, 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of
28 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.
Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 Counsel Fees Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests
2 approval of the Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement
3 Amount.

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

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

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

17 (a) As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to one-third
18 of the Gross Settlement Amount of \$532,500, which equals \$177,550 for attorneys’ fees. As part of the
19 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
20 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
21 also agreed that Plaintiff can be awarded Class Representative Service Payment in the amount of no more
22 than \$15,000, as her service award under the Agreement, which was reduced to \$5,000 by the Court at
23 the time of preliminary approval.

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

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

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

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

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

1 and communicating with and responding to opposing counsel's and class members' requests and inquiries.

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

6 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type of
7 litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
8 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
9 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by Plaintiff
10 and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class Counsel
11 has previously litigated cases and advanced costs, but received no recovery. To date, Class Counsel
12 advanced more than \$25,000 in costs which could not have been recovered if this case had been lost, and
13 some of which will not be recovered due to the cap on costs in the Settlement. The Plaintiff also
14 undertook the risk of liability for Defendant's costs had this case not succeeded, as well as other potential
15 negative financial ramifications from having sued Defendant on behalf of the Class. Accordingly, the
16 contingent nature of the fee and the financial burdens on Class Counsel and on Plaintiff also support the
17 requested awards.

18 (i) In this case, the reasonableness of the requested attorneys' fee of one-third equal to
19 \$177,550 is also established by reference to Class Counsel's lodestar in this matter. **The**
20 **contemporaneous billing records for Class Counsel evidence that through November 5, 2024, Class**
21 **Counsel's total lodestar is \$156,268.75, with significant additional fees still to be incurred to**
22 **complete final approval and the settlement process.** The requested fee award is therefore currently
23 equivalent to Class Counsel's total lodestar without a reasonable multiplier of 1.1, and there will be
24 additional lodestar incurred by Class Counsel to complete the settlement process and manage the
25 settlement distribution and reports. Such a multiplier is within the range of multipliers approved in other
26
27
28

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

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

12 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
13 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage
14 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County
15 Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award
16 in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San Francisco
17 Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel a one-third
18 award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA*
19 (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel
20 a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los
21 Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third
22

23 ⁵ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016) (approving 1/3 fee award with
24 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
25 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th
26 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75
27 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from
28 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009)
(affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66
(2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4); *Taylor v. Fedex
Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (30% fee justified by 2.26 multiplier).

1 fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour Cases*
2 (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee
3 award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra Aluminum*
4 *Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a
5 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and*
6 *Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third
7 fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San
8 Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award
9 in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
10 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
11 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*,
12 (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-
13 third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health*
14 *Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge
15 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On
16 September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-
17 588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
18 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court,
19 Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action
20 settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior
21 Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour
22 class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior
23 Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage
24 and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County
25 Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage
26 and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
27 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in
28 a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento

1 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award
2 in a wage and hour class settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
3 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage
4 and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County
5 Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage
6 and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
7 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award
8 in a wage and hour class settlement.

9 12. **The contemporaneous billing records for Class Counsel evidence that through**
10 **November 5, 2024, Class Counsel's total lodestar is \$156,268.75, with significant additional fees still**
11 **to be incurred to complete final approval and the settlement process. (Exhibit #3.)** From January 6,
12 2023 through November 5, 2024, my firm worked on this matter for over 201 hours, with hourly rates for
13 attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of
14 \$156,268.75. The requested fee award is therefore currently equivalent to Class Counsel's total lodestar
15 with a reasonable multiplier of 1.1 and there will be additional lodestar incurred by Class Counsel to
16 complete the settlement process and manage the settlement distribution and reports. A detailed breakdown
17 of the total fees and the services performed by the firm on this case is attached hereto as Exhibit #3. In
18 addition, Class Counsel will be performing significant additional work that is not included in this lodestar
19 amount, including finalizing the final approval motion, attending the hearing on final approval, and
20 monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in
21 additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of
22 attorneys in the local legal community for similar work and, if this were a commercial matter, these are
23 the charges that would be made and presented to the client. My firm's hourly rates are based upon the
24 Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct
25 copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved
26 by Court's throughout California, including the Courts in the Superior Court of California. In fact, on
27 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
28

1 appear reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
2 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by comparing
3 such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
4 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
5 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for
6 partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when compared
7 within 21 other firms practicing in the Southern District of California.) This survey is useful to show that
8 Class Counsel’s rates are in line with the comparable rates of the defense counsel that opposes these types
9 of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being
10 prosecuted by Class Counsel. In another example, Sheppard Mullin Richter & Hampton, who is opposing
11 counsel in many cases prosecuted by Class Counsel, in years past charged rates as high as \$875 for
12 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
13 cases, historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
14 the rates charged by Class Counsel for comparable work are less than these examples, and are therefore
15 undoubtedly reasonable. Therefore, the requested fee award as a percentage of the fund is supported by
16 the currently lodestar incurred, and will be a lower multiplier by the completion of the settlement. The
17 requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-check.

18 19 Litigation Expenses

20 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
21 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel have incurred \$25,693.81
22 based upon counsel’s billing records, which is more than the “not to exceed” amount of \$25,000. Class
23 Counsel, therefore, requests reimbursement for litigation expenses in the capped amount of \$25,000.
24 These litigation expenses include the expenses incurred for filing fees, mediation expenses, expert expenses
25 (Berger Consulting), and attorney service charges (Knox, OneLegal), and research charges (LexisNexis),
26 all of which are costs normally billed to and paid by the client. The details of the litigation expenses
27 incurred are set forth in Exhibit #3. These costs were reasonably incurred in the prosecution of the Action.

1
2 Service Award

3 14. For her service as the only class representative, Plaintiff should be awarded a service award
4 in accordance with the Agreement for her time, risk and effort expended on behalf of the Class as the only
5 class representative. (Agreement at ¶ 3.2(a).) At the time of preliminary approval, the Court reduced the
6 service award to \$5,000. Defendant has agreed to this payment and there have been no objections to the
7 requested service award. Plaintiff's declaration in support of this request is attached hereto as Exhibit #5.
8 As the sole representative of the Class, Plaintiff performed her duties to the Class admirably and without
9 exception. Plaintiff worked extensively with Class Counsel during the course of the litigation, responding
10 to numerous requests, searching for documents, working with counsel, and reviewing the settlement
11 documentation. As set forth in the Agreement, Plaintiff is also providing a comprehensive release as part
12 of the Settlement, far beyond the class release. Plaintiff's declaration details the involvement, stress and
13 risks she undertook as a result of this Action. Plaintiff also assumed the serious risk that she might possibly
14 be liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
15 future employers for having filed a class action on behalf of fellow former employees. Without Plaintiff's
16 participation, cooperation and information, no other employees would be receiving any benefit. The
17 payment of service awards to successful class representatives is appropriate and the amount of \$5,000 is
18 well within the currently awarded range for similar settlements. The requested awards are also reasonable
19 by reference to the amounts that other California courts have found to be reasonable in wage and hour
20 class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11
21 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate); *Reynolds*
22 *v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for
23 \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018)
24 (approving two service awards of \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL
25 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000 service award to each of six plaintiffs in
26 overtime class action); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698
27 (approving \$10,000 service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303
28

1 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class
2 claim in lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at
3 *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in overtime wage class action); *Zamora v.*
4 *Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
5 2013)(awarding \$25,000 service award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP
6 (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award); *Magee v. American Residential*
7 *Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding
8 \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los
9 Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness*
10 *Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
11 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
12 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
13 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June, 11,
14 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No. BC429042,
15 Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award); *Ethridge v.*
16 *Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior Court (May 27,
17 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing, Inc.*, Case No.
18 BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000 service award); *Hill*
19 *v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court (July 2,
20 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
21 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
22 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
23 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz*
24 *v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,
25 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
26 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
27 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
28

2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v. Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

15. The requested service award is also reasonable in light of the reputational risk that Plaintiff assumed in bringing this action against her former employer. Plaintiff put her future employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is searchable on the internet and may become known to prospective employers when evaluating" them for employment. *Guippone v. BH S&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct. 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed a suit against other employers, allowing them to screen out the litigious candidates. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious

employment candidates. Reliable Plant outlines ways that employers can "get a sense of whether a prospective employee is likely to sue" the employer, through background checks and other means, to screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has become a necessity in today's litigious society." Back Track Screening also represents: "In today's litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁷ PreciseHire also offers employment screening and similarly warns: "with today's business climate being extremely competitive and highly litigious, conducting pre employment background checks has become a necessity."⁸

16. As a result, Class Counsel respectfully requests approval of the application for award of the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation expenses in the amount of \$25,000 and approval of the requested service award to the Plaintiff.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of November, 2024, at San Diego, California.

/s/ Norman Blumenthal
NORMAN B. BLUMENTHAL

⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

⁸ <https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/>.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

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Admitted: 2012, California

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

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Admitted: 2013, California

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Admitted: 2020, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Tiana Sell (“Plaintiff”) and defendant EBlock Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

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

- 1.1. “Action” means the Plaintiff’s consolidated Class and Representative Action lawsuit alleging wage and hour violations against Defendant captioned *Tiana Sell v. EBlock Corporation*, Case No. 23CV409729 (consolidated with Case No. 23CV410279), initiated on January 10, 2023 and pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevon G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance

procedures, and related litigation expenses billed in connection with the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 20, 2020 through the earlier of preliminary approval or January 26, 2024.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means EBlock Corporation.
- 1.18. “Defense Counsel” means Andrew McNaught and Robin Devaux of Seyfarth Shaw LLP.

- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Five Hundred Thirty-Two Thousand Five Hundred Dollars (\$532,500) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from November 21, 2021 through the earlier of preliminary approval or January 26, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (California Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s November 15, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,750) and the 75% to LWDA (\$11,250) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Tiana Sell, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means (i) all claims that were alleged, or reasonably could have been alleged during the Class Period, based on the facts stated in the Operative Complaint, including: claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to

furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; and, (10) claims for statutory penalties for violation of California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2802. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period. The Parties are aware of the holding in *Rangel v. PLS Check Cashers of Cal., Inc.* 889 F.3d 1106 (9th Cir. 2018) which held that claims under the Fair Labor Standards Act for unpaid wages or overtime are barred by a settlement by virtue of the res judicata doctrine.

- 1.39. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.
- 1.40. "Released Parties" means: Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to

whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 7 calendar days beyond the Response Deadline has expired.

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

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

2. RECITALS

Plaintiff’s Class Action

2.1. On January 10, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara (the “Class Action”). Plaintiff’s Complaint asserted claims that Defendant:

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

2.2. On February 16, 2023, Defendant filed an Answer to Plaintiff’s Class Action Complaint, asserting forty-one (41) affirmative defenses.

Plaintiff’s PAGA Action

2.3. On January 25, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218,

226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).

Consolidation and Amended Complaint

- 2.4. On March 14, 2023, the Court Ordered the Class Action and PAGA Action be consolidated with the first-filed Class Action as the lead case.
- 2.5. As part of this Agreement, the Parties stipulated to the filing of a Consolidated First Amended Complaint in the Class Action that adds the claims and parties originally in the PAGA Action. The Consolidated First Amended Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on December 18, 2023.
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.7. On October 26, 2023, the Parties participated in an all-day mediation presided over by Michael Dickstein, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$532,500 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$12,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$177,550, and a Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement

Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$10,000 the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000 to be paid from the Gross Settlement Amount, with 75% (\$11,250) allocated to the LWDA PAGA Payment and 25% (\$3,750) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (37% as penalties and

unreimbursed expenses; 38% as interest) (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 333 Class Members who collectively worked a total of 25,100 Workweeks during the Class Period , and 263 Aggrieved Employees who worked a total of 7,911 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative

Service Payment.

- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the “void date”, which is 180 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

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

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

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

- 7.1. Defendant's Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel data as to the number of Class Members and the number of Workweeks for the Class during the Class Period, as well number of Class Members who signed arbitration agreements with Defendant and a predecessor in interest to Defendant.
- 7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any

material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address

Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 7 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 7 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 7 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 7 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks

mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include providing the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1 above. The Gross Settlement Amount will increase proportionally with added Class Members and/or added Workweeks if the actual number of Workweeks in the Class Period is more than 10 percent of the estimate stated herein in paragraph 4.1.

10. DEFENDANT’S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw.

Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order, and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under California Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such

time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

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

13. ADDITIONAL PROVISIONS

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

13.2. Publicity and Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. Class Counsel will not disclose the settlement, its terms, or the parties on their website or otherwise. However,

the Parties are not precluded from discussing with or disclosing the terms of the settlement to: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the lawsuit exists and has been resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph also does not prevent Counsel from undertaking submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal or State legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs and the Class:

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

To Defendant:

SEYFARTH SHAW LLP
Andrew M. McNaught
Robin E. Devaux
560 Mission Street, 31st Floor
San Francisco, California 94105
Tel.: (415) 397-2823
Fax: (415) 397-8549
E-Mail: amcnaught@seyfarth.com

- 13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the signing of the Memorandum of Understanding until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Dec 21, 2023

Tiana Sell

Tiana Sell (Dec 21, 2023 14:24 PST)

Plaintiff Tiana Sell

Dated: _____

[name]

For Defendant _____

Dated: 1/4/24

Kyle Nordrehaug

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

Dated: _____

Attorney for Defendant

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

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff _____

Dated: 1/3/2024

DocuSigned by:

77A947D4BE9A47B
Jaimesen Heins [name]
For Defendant EBlock Corporation

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 1/4/2024



Andrew M. McNaught
Attorney for Defendant

EXHIBIT A

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

EXHIBIT “A”

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

***Sell v. EBlock Corporation, Superior Court of the State of California,
County of Santa Clara, Case No. 23CV409729 (consolidated with Case No. 23CV410279)***

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant EBlock Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Tiana Sell (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period, which is November 20, 2020 through January 26, 2024 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period, which is November 21, 2021 through January 26, 2024 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. You will be deemed to have carefully read and understood this

Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and in exchange requires Class Members to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. In order to object to the Settlement, you must remain in the Class. Instructions on how to object are provided below.

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

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

_____.	Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice.

be Submitted by the Response Deadline ()	
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1. Why did I get this Notice?

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

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

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

The “Class Period” is November 20, 2020 through January 26, 2024.

2. What is this class action lawsuit about?

On January 10, 2023, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara Case No. 23CV409729 (hereinafter “Class Action”). Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to pay wages when due, and failure to pay sick wages.

On January 25, 2023, Plaintiff filed a Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. 23CV410279 (hereinafter “Action” or “PAGA Action”).

On March 14, 2023, the Court Ordered the Class Action and PAGA Action be consolidated with the first-filed Class Action as the lead case. On December 18, 2023, Plaintiff filed a Consolidated First Amended Complaint in the Class Action which consolidated the claims alleged in both the PAGA Action and the Class Action. The Consolidated First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, Defendant contends that Plaintiff and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Class Members any wages allegedly due at the time of their termination; that Defendant did not fail to reimburse Class Members for required expenses; that Defendant

complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; that Defendant is not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

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

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

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Five Hundred Thirty-Two Thousand Five Hundred Dollars (\$532,500) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fully fund the Gross Settlement Amount no later than 14 days after the Effective Date. The Effective Date is the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

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

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$10,000, for expenses, including expenses of notifying the Class Members of the

Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$177,550, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than \$12,500 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$15,000 relating to Plaintiff's claim under PAGA, \$11,250 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$3,750 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (November 21, 2021 through January 26, 2024).

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

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

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

Tax Matters. Twenty-Five Percent (25%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Seventy-Five Percent (75%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

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

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a non-profit charity as the cy pres beneficiary, and the Parties have proposed the Interdisciplinary Center for Healthy Workplaces as this cy pres beneficiary.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are (i) all claims that were alleged, or reasonably could have been alleged during the Class Period, based on the facts stated in the Operative Complaint, including: claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse

employees for business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; and, (10) claims for statutory penalties for violation of California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2802. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

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

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1195, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

5. How much will my payment be?

Defendant's records reflect that you worked << _____ >> Workweeks during the Class Period (November 20, 2020 through January 26, 2024).

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

[Defendant's records reflect that you worked <<____>> PAGA Pay Periods during the during the PAGA Period (November 21, 2021 through January 26, 2024). Based on this information, your estimated Individual PAGA Payment is <<____>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. The address for the Administrator is _____. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

6. How can I get a payment?

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

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

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Sell v. EBlock Corporation* lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Sell v. EBlock Corporation*, Case No. 23CV409729. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

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

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Sell v. EBlock Corporation* or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scscourt.org/Portal>) and entering the Case No. 23CV409729.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Sell v. EBlock Corporation*, Case No. 23CV409729, and include your name. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class

counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

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

COUNSEL FOR DEFENDANT:

Andrew M. McNaught
Robin E. Devaux
Seyfarth Shaw LLP
560 Mission Street, 31st Floor
San Francisco, California 94105
Email: amcnaught@seyfarth.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Time) on _____, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Sell v. EBlock Corporation*. In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara (<https://www.sfsuperiorcourt.org/>) and entering the Case No. 23CV409729.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Sell v. EBlock Corporation* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Sell v. EBlock Corporation* where these documents will be posted. You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scscourt.org/Portal>) and entering the Case No. 23CV409729. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a non-profit charity as the cy pres beneficiary. The Parties have proposed the Interdisciplinary Center for Healthy Workplaces as this cy pres beneficiary.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

TIANA SELL, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

EBLOCK CORPORATION, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **23CV409729**
[Consolidated with Case No. 23CV410279]

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 10, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came before the Honorable Theodore C. Zayner of the Superior Court of the
2 State of California, in and for the County Santa Clara, on _____[DATE], for the motion by
3 Plaintiff Tiana Sell (“Plaintiff”) for preliminary approval of the class settlement with Defendant
4 EBlock Corporation (“Defendant”). The Court, having considered the briefs, argument of counsel
5 and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff’s
6 Motion for Preliminary Approval of Class Action Settlement.

7 **IT IS HEREBY ORDERED:**

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

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

16 3. The Gross Settlement Amount is Five Hundred Thirty-Two Thousand Five
17 Hundred Dollars (\$532,500). It appears to the Court on a preliminary basis that the settlement
18 amount and terms are fair, adequate and reasonable as to all potential Class Members when
19 balanced against the probable outcome of further litigation and the significant risks relating to
20 certification, liability and damages issues. It further appears that investigation and research have
21 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
22 positions. It further appears to the Court that settlement at this time will avoid substantial
23 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
24 further prosecution of the Action. It further appears that the Agreement has been reached as the
25 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
26 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
27

1 outcome of further litigation and the significant risks relating to certification, liability, and
2 damages issues.

3 4. The Agreement specifies an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred not to exceed Twenty-Five
5 Thousand Dollars (\$25,000), and a proposed Class Representative Service Payment to the Plaintiff
6 in an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500). The Court will not
7 approve the amount of attorneys' fees and litigation expenses, nor the amount of any service
8 award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting
9 these requests prior to final approval.

10 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who were
14 employed by Defendant in California and classified as a non-exempt employee at any time during
15 the Class Period." The Class Period is November 20, 2020 through January 26, 2024.

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

26 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

1 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevon G. Moran of Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Court Approved Notice of
4 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), submitted
5 as Exhibit A to the Agreement. The Court finds that the Class Notice appears to fully and
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
8 Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
10 and this Order meets the requirements of due process, is the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
13 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
14 Settlement Administrator will promptly search for a more current address for the Class Member
15 and re-mail the Class Notice Packet to the Class Member.

16 9. The Court hereby appoints Apex Class Action LLC as Administrator for the
17 Settlement. No later than fifteen (15) calendar days after issuance of this Order, Defendant shall
18 provide an electronic spreadsheet with the Class Data to the Administrator. This information will
19 otherwise remain confidential and will not be disclosed to anyone, except as required to applicable
20 taxing authorities, to carry out the procedures in the Agreement, or pursuant to Defendant’s
21 express written authorization or by order of the Court. The Administrator will perform address
22 updates and verifications as necessary prior to the mailing of the Class Notice. Using best efforts
23 to mail it as soon as possible, and in no event later than fourteen (14) calendar days after receiving
24 the Class Data spreadsheet, the Administrator will mail the Class Notice Packet to all Class
25 Members via first-class U.S. Mail.

26 10. The Court hereby preliminarily approves the proposed procedure for exclusion
27 from the Settlement. Any Class Member may individually choose to opt-out of and be excluded
28

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

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

24 12. A Final Approval Hearing shall be held before this Court on _____
25 _____ at _____ in Department 19 at the of the Santa Clara County Superior Court
26 to determine all necessary matters concerning the Settlement, including: whether the proposed
27 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
28

adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service awards, and the expenses of the Administrator. The motion for final approval of the class settlement and for attorneys' fees, costs and service award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and shall be heard at the Final Approval Hearing.

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

14. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that no claim in the Action could be certified as a class action and/or managed as a representative action. In such an

1 event, the Court's orders regarding the Settlement, including this Order, shall not be used or
2 referred to in litigation or otherwise for any purpose.

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

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

9 **IT IS SO ORDERED.**

10
11 Dated: _____

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

TIANA SELL, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

EBLOCK CORPORATION, a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 23CV409729

[Consolidated with Case No. 23CV410279]

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 10, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Tiana Sell (“Plaintiff”) for an order finally approving the class
2 action settlement of this action between Plaintiff and Defendant EBlock Corporation
3 (“Defendant”) came on for hearing on _____ before the Honorable Theodore C.
4 Zayner.

5 The motion is GRANTED, as set forth below.

6 **I.**

7 **FINDINGS**

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

10 1. All terms used herein shall have the same meaning as defined in the Class Action
11 and PAGA Settlement Agreement (the “Agreement”).

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Santa Clara, and over all Parties to this litigation,
14 including the Class.

15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Five Hundred Thirty-Two
17 Thousand Five Hundred Dollars (\$532,500) and the terms set forth in the Agreement are fair,
18 reasonable, and adequate.

19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

26 5. On _____, the Court granted preliminary approval of the Agreement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes
28

1 only. The Court also approved the form and method of the Class Notice, appointed Plaintiff as the
2 Class Representative, appointed Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
3 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevon G. Moran of Blumenthal
4 Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class, and appointed ILYM Group
5 as the Administrator.

6 **Notice to the Class**

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

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

1 **Fairness Of Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

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

8 b. Plaintiff's investigation and discovery have been sufficient to allow the
9 Court and counsel to act intelligently.

10 c. Counsel for both Parties are experienced in similar employment class action
11 litigation. All counsel recommended approval of the Agreement.

12 d. [There were no objectors/the percentage of objectors and requests for
13 exclusion is small. ____ objections were received. _____ requests for exclusion were
14 received].

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

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

22 **Attorneys' Fees and Costs**

23 11. A Class Counsel Fees Payment award of \$_____, and Class Counsel
24 Litigation Expenses Payment award of \$_____ are reasonable, in light of the
25 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
26 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
27 and billing statement.

1 **Class Representative Service Payment**

2 12. The Agreement provides for a Class Representative Service Payment of not more
3 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that the Class
4 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
5 of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
6 bringing and prosecuting this matter on behalf of the Class, and for the execution of the release.

7 **Administration Expenses Payment**

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

15 **PAGA Penalties**

16 14. The PAGA Penalties amount of \$15,000 is approved and shall be paid out of the
17 Gross Settlement Amount, 75% of which shall be allocated and paid to the LWDA and 25% of
18 which shall be distributed to the Aggrieved Employees as Individual PAGA Payments. The
19 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
20 Aggrieved Employees' 25% share of PAGA Penalties (\$3,750) by the total number of PAGA Pay
21 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the
22 result by each Aggrieved Employee's PAGA Pay Periods. The Aggrieved Employees are all
23 individuals who were employed by Defendant in California and classified as a non-exempt
24 employee at any time during the PAGA Period, which is November 21, 2021 through January 26,
25 2024. All Aggrieved Employees will be sent their share of the PAGA Penalties and will be
26 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
27 of the Class Settlement.

1 II.
2 ORDERS

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

4 15. The certification of the Class for the purposes of settlement is confirmed. The Class
5 is defined as follows:

6 All individuals who were employed by Defendant in California and classified as a
7 non-exempt employee at any time during the Class Period (November 20, 2020
8 through January 26, 2024).

9 16. All persons who meet the foregoing definition are members of the Class, except
10 for those individuals who timely submitted a valid request for exclusion ("opt out") from the
11 Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
15 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
16 Date.

17 18. Class Counsel are awarded Class Counsel Fees Payment in the amount of \$_____
18 _____ and Class Counsel Litigation Expenses Payment in the amount of \$_____.
19 Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant,
20 Plaintiff or members of the Class.

21 19. The payment of the Class Representative Service Payment in the amount of
22 \$_____ to the Plaintiff is approved.

23 20. The payment of \$_____ to the Administrator as the Administration
24 Expenses Payment is approved.

25 21. The PAGA Penalties are approved and shall be allocated as set forth in the
26 Agreement.

27 22. A Participating Class Member must cash his or her Individual Class Payment check
28 within 180 days after the issuance of the checks. An Aggrieved Employee must cash his or her

FINAL APPROVAL ORDER AND JUDGMENT

1 Individual PAGA Payment check within 180 days after the issuance of the checks. If such checks
2 are not cashed within 120 days after the initial mailing of the checks, the Administrator will also
3 send the affected Participating Class Member and/or Aggrieved a reminder notice informing him
4 or her that unless the check is cashed in the next 60 days, it will expire and become non-
5 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check
6 remains uncashed by the expiration of the 180 period, the funds from such uncashed checks shall
7 be paid to Interdisciplinary Center for Healthy Workplaces as the cy pres beneficiary.

8 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
9 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
10 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
11 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
12 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
13 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
14 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
15 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
16 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
17 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
18 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
19 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
20 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
21 Released PAGA Claims.

22 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
23 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
24 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
25 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
26 to individual Class Members.

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

8
9 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

10 26. The Court hereby enters final judgment in this case in accordance with the terms of
11 the Settlement, the Preliminary Approval Order, and this Final Approval Order and Judgment.

12 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiff, and all members of the Class, shall take nothing in the Action.

14 28. Pursuant to California Code of Civil Procedure section 664.6, and without affecting
15 the finality of this Judgment in any way, the Court shall retain jurisdiction to construe, interpret,
16 implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for
17 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
18 the distribution of settlement benefits.

19 29. The Parties are authorized to agree to and to adopt such amendments, modifications
20 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
21 Final Approval Order and Judgment and do not limit the rights of the Parties or Class Members
22 under the Agreement, subject to Court approval.

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

25 31. As of the Effective Date and upon full finding of the Gross Settlement Amount and
26 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
27 Defendant, all Participating Class Members, on behalf of themselves and their respective former
28

1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
2 release Released Parties (defined below) from the Released Class Claims. The “Released Class
3 Claims” are (i) all claims that were alleged, or reasonably could have been alleged during the
4 Class Period, based on the facts stated in the Operative Complaint, including: claims for (1) failure
5 to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or
6 pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in
7 lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment;
8 (6) failure to furnish accurate itemized wage statements; (7) failure to reimburse employees for
9 business expenses; (8) unfair business practices; (9) failure to pay sick pay wages; and, (10) claims
10 for statutory penalties for violation of California Labor Code sections 201-204, 210, 218, 218.5,
11 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 1174, 1174.5, 1194, 1194.2, 1195, 1197,
12 1197.1, 1198, 2802. Participating Class Members do not release any other claims, including
13 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
14 Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims
15 based on facts occurring outside the Class Period. The “Released Parties” are Defendant and any
16 of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and
17 affiliates, as well as each of their past, present, and future officers, directors, employees, partners,
18 members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity
19 which could be jointly liable with Defendant.

20 32. As of the Effective Date and upon full funding of the Gross Settlement Amount and
21 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by
22 Defendant, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
25 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
26 could have been alleged during the PAGA Period, based on the facts stated in the Operative
27 Complaint and the PAGA Notice including claims for (1) failure to pay minimum wages; (2)
28

1 failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu
2 thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure
3 to timely pay final wages at the time of termination/end of employment; (6) failure to furnish
4 accurate itemized wage statements; (7) failure to reimburse employees for business expenses; (8)
5 unfair business practices; (9) failure to pay sick pay wages; (10) claims for penalties under the
6 Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218,
7 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
8 1195, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, or any applicable Wage Order. The Released
9 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
10 wrongful termination, discrimination, unemployment insurance, disability and worker's
11 compensation, and PAGA claims outside of the PAGA Period.

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

13

14 Dated: _____

15

16

HON. THEODORE C. ZAYNER
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 11/05/2024
Due On: 12/05/2024

Tiana Sell
1818 Olive Avenue, Apt 3
San Jose, CA 95128

CA2769

Eblock Corporation

Services

Type	Date	Notes	Quantity	Rate	Total
Service	10/05/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Review Defendant's business operations in CA. Conference with Plaintiff to discuss case.	3.90	\$850.00	\$3,315.00
Service	10/10/2022	Review documents and emails from Plaintiff regarding DFEH and retaliation claims. Legal research regarding recent court opinions with similar facts. Review and analyze off the clock work tasks. Discuss with Plaintiff.	3.70	\$850.00	\$3,145.00
Service	11/02/2022	Draft complaint. Review and revise meal and rest break allegations.	3.90	\$850.00	\$3,315.00
Service	11/15/2022	Review and research PAGA penalties. Draft PAGA notice and upload to LWDA website.	2.30	\$850.00	\$1,955.00
Service	11/16/2022	Review case file and complaint. Draft internal case notes memo detailing facts and claims.	2.00	\$850.00	\$1,700.00
Service	01/06/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	01/06/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	01/09/2023	Review, edit & finalize class action complaint draft	2.50	\$675.00	\$1,687.50
Service	01/10/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	01/10/2023	Review & finalize class action complaint package; file in	0.70	\$675.00	\$472.50

Santa Clara Sup. Ct.					
Service	01/10/2023	Review court-returned documents; review docket; review Civil Lawsuit Notice; memo to firm re judicial/ department assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
Service	01/10/2023	Review case notes and complaint; review/analyze docs in file; prepare exhibit book	2.00	\$750.00	\$1,500.00
Service	01/11/2023	Review filed complaint and court notices; review documents and damage memo; review facts and analyze claims	1.50	\$950.00	\$1,425.00
Service	01/15/2023	Prepare documents for service of process; identify registered agent; send out for service via knox re class action	0.75	\$675.00	\$506.25
Service	01/18/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	01/24/2023	Reviewed case file and updated hearing calendar.	0.40	\$675.00	\$270.00
Service	01/24/2023	Draft PAGA only complaint	4.00	\$675.00	\$2,700.00
Service	01/24/2023	Review PAGA Notice. Review and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	01/25/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	01/25/2023	Review & finalize paga complaint package; file in Santa Clara Sup. Ct.	0.60	\$675.00	\$405.00
Service	01/25/2023	Review court-returned documents; review docket; review Civil Lawsuit Notice; memo to firm re department/judicial assignment and status of initial CMC re paga action	0.50	\$675.00	\$337.50
Service	01/25/2023	Provide notice to LWDA; upload PAGA complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	01/25/2023	Review filed complaint and court notices for PAGA action	0.30	\$950.00	\$285.00
Service	02/02/2023	Review late payment of wage claims under Section 204 and sick pay claims. Legal research regarding the same. Status update to Plaintiff.	2.90	\$850.00	\$2,465.00
Service	02/07/2023	Prepare initial documents for service of process re paga action; identify reg agent; send out for service via knox	0.75	\$675.00	\$506.25
Service	02/19/2023	Review/analyze Defendant's Answer to plaintiff's complaint	0.50	\$750.00	\$375.00

Service	02/21/2023	Review complaint; case notes and docs; draft/revise Plaintiff's written discovery requests and PMK depo; advise team re service; correspondence with defense counsel re introductory meet and confer call	2.50	\$750.00	\$1,875.00
Service	02/21/2023	Prepare for and attend meet and confer call with defense counsel; advise team	0.50	\$750.00	\$375.00
Service	02/21/2023	File Proof of service of summons re paga action	0.50	\$675.00	\$337.50
Service	02/21/2023	Review status and Def answer; review emails	0.50	\$950.00	\$475.00
Service	02/22/2023	Review file; email to team re post-service written discovery	0.20	\$675.00	\$135.00
Service	02/24/2023	Advise team re discovery	0.30	\$750.00	\$225.00
Service	02/24/2023	Additional correspondence with defense counsel re mediation	0.30	\$750.00	\$225.00
Service	02/27/2023	Review file and correspondence with defense counsel; draft/revise stip to consolidate and stay pending mediation	1.20	\$750.00	\$900.00
Service	03/03/2023	Review and analyze Defendant's revisions to joint stip to consolidate and stay pending mediation; further revise and circulate	0.50	\$750.00	\$375.00
Service	03/06/2023	F/u correspondence with defense counsel re stipulation to stay	0.30	\$750.00	\$225.00
Service	03/07/2023	Finalize, execute and circulate stip to stay/consolidate; advise team re filing	0.30	\$750.00	\$225.00
Service	03/10/2023	Review file and status of discovery; assess post-mediation discovery obligations and deadlines; advise team	0.30	\$750.00	\$225.00
Service	03/13/2023	Review/revise draft mediation data request	0.40	\$750.00	\$300.00
Service	03/20/2023	Review Order re stipulation; circulate and advise team	0.30	\$750.00	\$225.00
Service	09/06/2023	Discuss with AJB re pre-mediation call with mediator	0.30	\$750.00	\$225.00
Service	09/06/2023	Prep and appear for call with mediator.	3.00	\$895.00	\$2,685.00
Service	09/11/2023	Reviewed Case file, document file, correspondence and mediation confirmation communications. Drafted and served communication re: Mediation Data on Defense Counsel.	1.20	\$675.00	\$810.00
Service	09/12/2023	Correspondence with Counsel re: Mediation Data Request deadline.	0.40	\$675.00	\$270.00
Service	09/27/2023	Review correspondence from Defendant re mediation and arb agreement; analyze arb agreement; discuss with ND and SP	1.00	\$750.00	\$750.00

Service	09/28/2023	Additional correspondence with defense counsel and mediator re mediation; discuss with team	0.50	\$750.00	\$375.00
Service	09/29/2023	Review/analyze mediation data/document production; update file and circulate	1.60	\$750.00	\$1,200.00
Service	10/02/2023	Review case file and all data produced for mediation purposes. Analyze Defendant's wage and hour policy documents. Legal research. Conference with Plaintiff to discuss status. Prepare for mediation.	5.50	\$850.00	\$4,675.00
Service	10/05/2023	Legal research regarding previous settlements with similar workweeks and claims for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	10/08/2023	Review all pay stub exemplars for overtime and wage statement claims. Legal research regarding recent Court opinions. Conference with Plaintiff to obtain background facts for mediation brief.	3.90	\$850.00	\$3,315.00
Service	10/11/2023	Review/analyze additional docs in file produced by Defendant; update exhibit book and case notes	1.50	\$750.00	\$1,125.00
Service	10/12/2023	Further review/analyze docs in file produced by Defendant; update exhibit book and case notes	1.00	\$750.00	\$750.00
Service	10/12/2023	Review mediation production; review research and analysis from staff; review exhibits for mediation; provide input	1.50	\$950.00	\$1,425.00
Service	10/13/2023	Review claims and law. Draft mediation brief.	6.80	\$850.00	\$5,780.00
Service	10/17/2023	Review/analyze expert's preliminary mediation damages analysis	0.40	\$750.00	\$300.00
Service	10/19/2023	Review mediation brief; advise AJB after review of docs and research of issues	1.30	\$750.00	\$975.00
Service	10/20/2023	Reviewed documents and case file. Discussed with client. Reviewed and revised Case intake sheet. Updated AJB.	2.30	\$675.00	\$1,552.50
Service	10/20/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	10/20/2023	Draft mediation brief.	3.00	\$850.00	\$2,550.00
Service	10/23/2023	Review/analyze additional mediation document production from Defendant; circulate and update file/ case notes	1.00	\$750.00	\$750.00
Service	10/23/2023	Reviewed documents sent for mediation. Correspondence with TEAM, AJB, JSH, TG and expert.	1.40	\$675.00	\$945.00
Service	10/23/2023	Calculate individual damages in advance of mediation, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	10/23/2023	Review mediation brief and expert chart; analysis of settlement issues; advise AJ	1.00	\$950.00	\$950.00

Service	10/24/2023	review docs, analyze re settlement issues. Advise AJ.	2.25	\$995.00	\$2,238.75
Service	10/24/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	10/24/2023	Review and analyze all mediation materials, including briefs and exhibits thereto. Review and analyze expert damage and penalty report. Prepare for mediation.	3.00	\$850.00	\$2,550.00
Service	10/25/2023	Draft Memorandum of Understanding. Forward to Attorney Bhowmik for review and finalization.	1.00	\$250.00	\$250.00
Service	10/26/2023	Review pertinent documents for mediation; advise AJB; review draft MOU from Defendant	1.00	\$750.00	\$750.00
Service	10/26/2023	Prep and appear for mediation.	8.00	\$895.00	\$7,160.00
Service	10/26/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	10/26/2023	Review draft MOU; advise AJ	0.50	\$950.00	\$475.00
Service	10/27/2023	Discuss mediation and next steps with AJB; review mediator's proposal; advise team	1.40	\$750.00	\$1,050.00
Service	11/03/2023	Review and analyze mediation notes. Discuss with partners. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	11/03/2023	Review status and discuss mediation result and settlement issues	0.50	\$950.00	\$475.00
Service	11/06/2023	Review final MOU; discuss longform with NBB	0.40	\$750.00	\$300.00
Service	11/07/2023	Further review MOU; review docket and procedural posture; begin drafting longform agreement	1.00	\$750.00	\$750.00
Service	11/08/2023	Continue and finish initial draft longform agreement; discuss with KN; circulate to defense counsel for review	2.00	\$750.00	\$1,500.00
Service	11/08/2023	Review draft Agreement and respond to JH questions; analysis of issue re consolidation and FAC; provide input	1.50	\$950.00	\$1,425.00
Service	11/14/2023	Review file/correspondence; f/u with defense counsel re longform	0.30	\$750.00	\$225.00
Service	11/14/2023	Draft complaint. Send to client for approval. Call with client regarding revisions and process of lawsuit.	1.90	\$850.00	\$1,615.00
Service	11/17/2023	Draft Joint Stipulation for Leave to File a First Amended Class and Representative Action Complaint. Forward to Attorney Puche for review and finalization.	1.00	\$250.00	\$250.00
Service	11/20/2023	Reviewed and revised stipulation to file First Amended Consolidated Complaint and drafted and revised First Amended Complaint and sent to Counsel for review.	3.10	\$675.00	\$2,092.50

Service	11/28/2023	Review the Court Order's re Complex matter and Case Management Statements. Draft shell for Joint Case Management Conference Statement. Forward to Attorney Herman for completion.	0.80	\$250.00	\$200.00
Service	11/30/2023	Review file; draft/revise joint CMC stmt; circulate to defendant for review	0.50	\$750.00	\$375.00
Service	11/30/2023	Review/analyze Defendant's proposed revisions to longform; discuss with KN	1.50	\$750.00	\$1,125.00
Service	11/30/2023	Review revisions to draft Agreement; advise JH	1.00	\$950.00	\$950.00
Service	12/01/2023	Reviewed Court's notice of rescheduled CMC.	0.20	\$450.00	\$90.00
Service	12/01/2023	Corresponded with Client, NJD and TG.	0.70	\$675.00	\$472.50
Service	12/04/2023	Receive and review email correspondence from opposing counsel. update and edit service list accordingly.	0.20	\$250.00	\$50.00
Service	12/05/2023	Review/respond to correspondence from defense counsel re FAC and longform; advise SP; review further revisions to longform and discuss with KN	0.50	\$750.00	\$375.00
Service	12/05/2023	Review emails; review current draft of Agreement; analysis of Def revisions	1.00	\$950.00	\$950.00
Service	12/07/2023	Further discuss with SP re stip and FAC	0.40	\$750.00	\$300.00
Service	12/08/2023	Execute and finalize Proof of Service. Gather exhibits and attach to documents. Process and submit Joint Stipulation and Proposed Order for Leave to file First Amended Class and Representative Action Complaint via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	12/08/2023	Reviewed, revised and finalized Stipulation and order for leave to file FAC. Arranged for service and filing.	1.10	\$675.00	\$742.50
Service	12/14/2023	Reviewed correspondence and court order granting leave to file FAC. Correspondence with HD. Finalized FAC and arranged for service and filing.	0.90	\$675.00	\$607.50
Service	12/18/2023	Corresponded with Team re: Filing of FAC. Reviewed case docket and orders. Ensured Stipulation and Order was executed. Arranged for filing of FAC.	1.40	\$675.00	\$945.00
Service	12/18/2023	Execute and finalize Proof of Service. Process and submit the First Amended Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	12/18/2023	Email correspondence to complex civil clerk to inquire about obtaining a signed Order to File a First Amended Class and Representative Action. Image not available on court docket.	0.20	\$250.00	\$50.00
Service	12/19/2023	Download and obtain a filed copy of the First Amended Complaint. Upload to the electronic file. Upload to the	0.50	\$250.00	\$125.00

LWDA website.					
Service	12/19/2023	Review filed FAC; finalize longform and circulate to defense counsel for review	0.50	\$750.00	\$375.00
Service	12/19/2023	Final review of draft Agreement; advise JH	0.50	\$950.00	\$475.00
Service	12/20/2023	Receive and review email correspondence from opposing counsel re updates to service list. Update Service List accordingly.	0.20	\$250.00	\$50.00
Service	12/21/2023	Review finalized agreement; advise team re circulation	0.30	\$750.00	\$225.00
Service	12/21/2023	Review and analyze settlement agreement terms for conformity with MOU terms. Analyze exhibits. Send to Plaintiff for signature. Call to discuss terms and obtain signature.	1.40	\$850.00	\$1,190.00
Service	01/03/2024	F/u with defense counsel re execution of longform	0.30	\$750.00	\$225.00
Service	01/04/2024	Circulate final, fully-executed agreement; advise team	0.30	\$750.00	\$225.00
Service	01/04/2024	Prepare signed agreement; review status; email Def	0.30	\$950.00	\$285.00
Service	05/09/2024	Draft exhibits for settlement; review status and cy pres issue; research prior rulings; memo to Def with Exhibits; email Def re: decl.	4.50	\$950.00	\$4,275.00
Service	05/10/2024	Correspondence and declaration from defense counsel re final numbers for approval; assess escalator clause in connection therewith	0.30	\$750.00	\$225.00
Service	05/10/2024	Respond to Def email; research issue and memo to Def regarding Judge requirements; revise exhibits and send to Defendant.	1.00	\$950.00	\$950.00
Service	05/15/2024	Review proposed revisions to longform exhibits	0.30	\$750.00	\$225.00
Service	06/11/2024	Draft motion for preliminary approval; work on approval issues and analysis of the claims valuation; research issues; prepare approval outline.	4.00	\$950.00	\$3,800.00
Service	06/12/2024	Review/analyze draft MPA; discuss with KN	1.00	\$750.00	\$750.00
Service	06/12/2024	Review and prepare final exhibits; draft stipulation regarding cy pres; email Defendant	1.00	\$950.00	\$950.00
Service	06/21/2024	Review/analyze Defendant's proposed revisions to MPA	0.30	\$750.00	\$225.00
Service	06/25/2024	Review and revise motion; update motion per Defendant comments	1.00	\$950.00	\$950.00
Service	06/26/2024	Review file; draft declaration of Tiana Sell in support of preliminary approval motion/service award request; email to client re draft declaration	2.50	\$675.00	\$1,687.50
Service	06/27/2024	Draft declaration ISO motion; prepare exhibits	3.00	\$950.00	\$2,850.00

Service	06/27/2024	Review and revise motion for preliminary approval; prepare and finalize motion for filing; file and serve motion; serve LWDA; memo to staff	2.50	\$950.00	\$2,375.00
Service	07/23/2024	Review/analyze tentative ruling on MPA; discuss with KN	0.40	\$750.00	\$300.00
Service	07/24/2024	Court appearance - motion for preliminary approval; prepare for hearing; memo to counsel; email clerk	1.00	\$950.00	\$950.00
Service	08/20/2024	Review order; memo to Admin with documents	0.50	\$950.00	\$475.00
Service	08/25/2024	Email from TPA re administrative timeline; reviewed TPA's admin timeline.	0.30	\$450.00	\$135.00
Service	09/03/2024	Review class notice to approve formatting	0.30	\$750.00	\$225.00
Service	09/04/2024	Review draft formatted class notice; advise Admin as to issues to fix	0.50	\$950.00	\$475.00
Service	09/04/2024	Review spreadsheet and double check calculations; email Admin	0.30	\$950.00	\$285.00
Service	09/13/2024	Review file and docket; draft joint CMC stmt	0.50	\$750.00	\$375.00
Service	09/16/2024	Planned and prepared for upcoming CMC; reviewed Court docket to determine case status.	0.50	\$450.00	\$225.00
Service	09/23/2024	Email from TPA re notice report; reviewed TPA notice report.	0.30	\$450.00	\$135.00
Service	09/28/2024	Review and respond to class members inquiries regarding settlement. Analyze settlement agreement and class notice docs.	0.90	\$850.00	\$765.00
Service	10/08/2024	Review Admin email and status report	0.20	\$950.00	\$190.00
Service	10/12/2024	Review and analyze entire employment file for legal claims. Analyze all pay statements for regular rate and 226(a) violations. Legal research regarding the same. Conference with Plaintiff to obtain background facts for complaint.	4.50	\$850.00	\$3,825.00
Service	10/15/2024	Review MPA order; further review longform agreement; analyze attorney billing and costs for loadstar analysis; assess settlement admin reports for opt-out analysis; draft notice of motion and memorandum in support of MFA/Fee motion; circulate to KN for review and discuss	3.50	\$750.00	\$2,625.00
Service	10/16/2024	Review Admin email and status report	0.20	\$950.00	\$190.00
Service	10/20/2024	Draft complaint. Analyze facts and law.	4.40	\$850.00	\$3,740.00
Service	10/22/2024	Reviewed status report from TPA.	0.20	\$450.00	\$90.00
Service	10/24/2024	Review draft motion; review documents and emails; revise draft motion; review Admin figures; memo to JH; email draft motion to Defendant.	2.00	\$950.00	\$1,900.00

Service	10/24/2024	Review/analyze KN revisions to MFA/Fee brief	0.50	\$750.00	\$375.00
Service	10/25/2024	Further review KN revisions to MFA/Fee motion; discuss with KN; draft supporting declaration and circulate to KN for review; advise HD re updated tables	1.50	\$750.00	\$1,125.00
Service	10/29/2024	Reviewed TPA settlement report.	0.20	\$450.00	\$90.00
Service	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00
Service	11/04/2024	Review and revise motion per Def comments	1.00	\$950.00	\$950.00
Service	11/04/2024	Review and revise declaration ISO motion	1.00	\$950.00	\$950.00
Service	11/05/2024	Review and revise motion; finalize exhibits; finalize motion; file and serve motion; serve LWDA; email Defendant	2.75	\$950.00	\$2,612.50
Services Subtotal				\$156,268.75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/15/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/10/2023	Onelegal/Court Fee	1.00	\$1,496.17	\$1,496.17
Expense	01/18/2023	Onelegal/Court Fee	1.00	\$19.22	\$19.22
Expense	01/19/2023	Onelegal/court fees	1.00	\$41.44	\$41.44
Expense	01/25/2023	Onelegal/court fees	1.00	\$1,496.64	\$1,496.64
Expense	01/31/2023	Knox	1.00	\$125.55	\$125.55
Expense	02/01/2023	Mediation Fees - Dickstein.	1.00	\$14,700.00	\$14,700.00
Expense	02/23/2023	Onelegal/Court Fees	1.00	\$41.44	\$41.44
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$118.75	\$118.75
Expense	03/09/2023	One Legal Invoice No. 04813875	1.00	\$39.89	\$39.89
Expense	03/09/2023	One Legal Invoice No. 04813574	1.00	\$43.24	\$43.24
Expense	04/03/2023	Lexis Nexis	1.00	\$256.00	\$256.00
Expense	05/01/2023	Lexis Nexis.	1.00	\$352.00	\$352.00
Expense	06/02/2023	Lexisnexis	1.00	\$484.00	\$484.00
Expense	07/03/2023	Lexis Nexis	1.00	\$473.00	\$473.00
Expense	08/02/2023	LexisNexis	1.00	\$440.00	\$440.00

Expense	10/02/2023	LexisNexis	1.00	\$440.00	\$440.00
Expense	11/14/2023	Berger Consulting Fees.	1.00	\$4,760.00	\$4,760.00
Expense	12/03/2023	One Legal Invoice No. 05540953	1.00	\$19.22	\$19.22
Expense	12/08/2023	One Legal Invoice No. 05558953	1.00	\$39.89	\$39.89
Expense	12/12/2023	One Legal Invoice No. 05564104	1.00	\$61.77	\$61.77
Expense	06/28/2024	Filing fee - motion.	1.00	\$86.22	\$86.22
Expense	07/23/2024	One legal filing charge	1.00	\$24.37	\$24.37
Expense	11/04/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$25,693.81	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	11.0	\$895.00	\$9,845.00
Norm Blumenthal	2.25	\$995.00	\$2,238.75
Scott Blumenthal	16.2	\$450.00	\$7,290.00
Nicholas De Blouw	60.2	\$850.00	\$51,170.00
Ricardo Ehmann	18.4	\$675.00	\$12,420.00
Jeffrey Herman	37.0	\$750.00	\$27,750.00
Trevor Moran	1.7	\$450.00	\$765.00
Kyle Nordrehaug	36.55	\$950.00	\$34,722.50
Sergio Puche	13.1	\$675.00	\$8,842.50
Heather Drosi	4.9	\$250.00	\$1,225.00
Subtotal			\$181,962.56
Total			\$181,962.56

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/05/2024	\$181,962.56	\$0.00	\$181,962.56

Outstanding Balance	\$181,962.56
Total Amount Outstanding	\$181,962.56

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

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

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

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

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

EXHIBIT #5

1 Norman B. Blumenthal, Bar No. 068687
2 Kyle R. Nordrehaug, Bar No. 205975
3 Aparajit Bhowmik, Bar No. 248066
4 Nicholas J. De Blouw, Bar No. 280922

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

11 TIANA SELL, an individual, on behalf of
12 herself and on behalf of all persons
13 similarly situated,

14 Plaintiff,

15 vs.

16 EBLOCK CORPORATION, a
17 Corporation; and DOES 1 through 50,
18 inclusive,

19 Defendants.

Case No.: **23CV409729**
[Consolidated with Case No.
23CV410279]

**DECLARATION OF TIANA SELL IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: July 24, 2024
Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: January 10, 2023
Trial Date: Not set

28 DECLARATION OF TIANA SELL

1 I, Tiana Sell, declare as follows:

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

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

8 3. I worked for the defendant Eblock Corporation (“Eblock”) in California from June of 2022
9 to August 21, 2022 and during that time period I was classified by Eblock as a non-exempt
10 employee.

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

19 5. I decided to file this class action lawsuit and be a plaintiff/class representative
20 because I felt that my legal rights as an employee and others like me were violated. For example,
21 due in part to understaffing, at least once a week my meal periods were either late, short or
22 completely missed. Also, I often did not receive compliant duty-free rest periods. Eblock failed to
23 provide me with all the meal and rest break premium payments I should have received when these
24 violations occurred. In addition, my supervisors contacted me on my cell phone on a regular basis
25 during off hours to discuss work-related issues. I was not paid any wages for this time and was not
26 reimbursed for the reasonable expenses I incurred as a result of using my cell phone for work-
27
28

DECLARATION OF TIANA SELL

1 related matters.

2 6. I spoke to my attorneys several times and discussed how Eblock implemented its
3 company policies and procedures. I also assisted my attorneys in their investigation into my
4 claims by providing them documents and answering their questions. I reviewed the complaint
5 before it was filed and was given access to an electronic file sharing program that alerted me via
6 email when important documents were filed so that I could review them and keep up with the
7 developments in the case which I understood was one of my duties as a class representative. I
8 could also access court filings from this case on my attorney's law firm website. Also, I was
9 informed that Eblock had the right to take my deposition, and that the preparation and deposition
10 itself could take multiple days. Although my deposition was not taken, I feel I would have been
11 adequately prepared and comfortable to give testimony on my experiences.
12

13 7. Even though this action is in the process of settling, I was and remain prepared to
14 perform all the duties of a class representative. I understand that as a class representative I have
15 assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class
16 members. I have understood that as a fiduciary, I have a duty to prosecute this action for the
17 benefit of the class members and surrender any right to compromise the group action for an
18 individual gain.
19

20 8. I understood that being a plaintiff/class representative in this case meant that I was
21 seeking damages not only for myself but also other current and/or former non-exempt employees
22 working for Eblock in California who make up the class. I felt that these individuals were not
23 aware of their labor law rights and even if they were they would probably be apprehensive about
24 speaking up or even simply because of the time, effort and risk involved in filing a class action
25 lawsuit.
26

27 9. I understood that being a part of this lawsuit involved risks. For example, my
28

DECLARATION OF TIANA SELL

1 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
2 pay for all or part of the attorney fees and costs paid by Eblock to defend this lawsuit. Also, I
3 knew there was a risk that future employers, if they ever find out about this lawsuit, could hold it
4 against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would
5 not be difficult for a future employer to become aware that I sued a former employer for labor law
6 violations. Ultimately I decided these risks were worth it and decided to fight for my rights and
7 the rights of others regardless of the risks, time and effort I spent on this case.
8

9 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
10 kept up to date on important developments by reviewing court filings that were made available to
11 me electronically as I described above.
12

13 11. A mediation took place on October 26, 2023 with Michael Dickstein, a well-
14 respected and experienced mediator of wage and hour class actions. After the mediation the
15 parties were able to come to an agreement to settle the action based on a mediator's proposal. I
16 communicated with my attorneys regarding the terms of the settlement which was reached
17 between the parties and understood that I was representing absent class members and therefore
18 wanted the best possible result to be obtained for the class members and I believe a very positive
19 result was in fact achieved via settlement. I reviewed and signed the Memorandum of
20 Understanding on November 3, 2023. When the final settlement agreement was ready I reviewed
21 it closely and signed it on December 21, 2023.
22

23 12. I have been actively involved with this lawsuit performing the duties described above.
24 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
25 filings and spent a significant amount of time on the issues presented during the lawsuit and in the
26 settlement process. I estimate that I spent approximately 30-40 hours working on this case up
27 until this point. I believe I have been diligent and have done what is expected of a named plaintiff
28

DECLARATION OF TIANA SELL

1 and a proposed class representative to date, and will continue to do so. I have and always will
2 maintain the best interest of the class members.

3 13. My attorneys explained to me that the settlement process involves a two-step
4 review by the Court to determine whether the settlement is fair before approving the settlement. I
5 know this process also involves notifying all class members of the settlement terms and of their
6 rights to make a claim for their settlement share, to opt out of the settlement or to object to the
7 settlement.
8

9 14. I believe I did the right thing by filing this case on behalf of the class members who,
10 subject to court approval, are in line to receive monetary payments as a result of this case and
11 settlement. This is money they may never have ever gotten if I did not pursue this action on their
12 behalf. I feel significant personal satisfaction to know that I played a role in the class members
13 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that the
14 requested class representative service payment of \$12,500 from the settlement is fair
15 compensation for the work I performed and the risks I undertook.
16

17 15. As part of the settlement it was necessary for me to sign a general release of all claims I
18 may have against Eblock. I believe the class representative service payment I have requested
19 provides me with some compensation for this agreed release.
20

21 16. In light of all the time and effort I have spent on this case, the risk I undertook by
22 suing a former employer, the exposure to being responsible for paying Eblock's costs in the event
23 we did not win the case, the reputational risk that future employers may hold this lawsuit against
24 me, the general release and in light of the size of the settlement, I believe the request for
25

26 ///

27 ///

28 ///

///

DECLARATION OF TIANA SELL

1 \$12,500 as a class representative service payment is fair and reasonable.

2

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

5 Executed on Jun 26, 2024, at San Jose, CA
6 (city, state)

7


Tiana Sell (Jun 26, 2024 17:48 PDT)
Tiana Sell

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DECLARATION OF TIANA SELL