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

13 **IN AND FOR THE COUNTY OF RIVERSIDE**

14 ERIC HARROLD, an individual, on behalf
15 of himself, and on behalf of all persons
16 similarly situated,

17 Plaintiffs,

18 vs.

19 SPARTAN EDUCATION GROUP, LLC,
20 a Limited Liability Corporation, and DOES
21 1 through 50, inclusive,

22 Defendants.

CASE No. **CVRI2300320**

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

Hearing Date: July 30, 2024

Hearing Time: 8:30 a.m.

*[Hearing scheduled by Order dated March 8,
2024]*

Judge: Hon. Harold W. Hopp

Dept: 1

Action Filed: January 19, 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 Eric Harrold (“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
12 at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in
13 the areas of employment class actions, unfair business practices and other complex litigation. The
14 attorneys at my firm have extensive experience in cases involving labor code violations and overtime
15 claims. Class Counsel has litigated similar overtime cases against other employers on behalf of
16 employees, including cases against Walmart, Legoland, Cigna, HealthNet, See’s Candies, Securitas,
17 Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt Disney Resorts,
18 Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space Exploration, Union Bank,
19 Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and California State Automobile
20 Association. Class Counsel have been approved as experienced class counsel during contested motions
21 in state and federal courts throughout California. It is this level of experience which enabled the firm to
22 undertake the instant matter and to successfully combat the resources of the defendants and their capable
23 and experienced counsel. Class Counsel have participated in every aspect of the settlement discussions
24 and have concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

25
26 3. Summary of the Proposed Settlement.

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

1 Education Group, LLC (“Defendant”) reached a full and final settlement of the above-captioned action,
2 which is embodied in the Agreement filed concurrently with the Court. As consideration for this
3 Settlement, the Gross Settlement Amount to be paid by Defendant is Four Hundred Thousand Dollars
4 (\$400,000). (Agreement at ¶¶ 1.22 and 3.1.) Under the Settlement, the Gross Settlement Amount consists
5 of the following elements: (i) all Individual Class Payments and Individual PAGA Payments; (ii) the
6 LWDA PAGA Payment; (iii) the Class Counsel Fees Payment and the Class Counsel Litigation
7 Expenses Payment; (iv) the Class Representative Service Payment; and (v) the Administration Expenses
8 Payment. (Agreement at ¶ 1.22.)

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 twenty-one (21) days of the Effective Date, Defendant shall deposit the Gross
13 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual Class
14 Payments to Participating Class Members along with the other Court-approved distributions shall be
15 made by the Administrator within 14 days after funding. (Agreement at ¶ 5.1.)

16 (d) The amount remaining in the Gross Settlement Amount after the deduction of
17 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
18 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
19 Expenses Payment, and the Administration Expenses Payment (called the “Net Settlement Amount”)
20 shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.23, 1.28
21 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each Participating Class
22 Member will be calculated by (a) dividing the Net Settlement Amount by the total number of
23 Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the
24 result by each Participating Class Member’s Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will be
25 based on Defendant’s records, however, Class Members will have the right to challenge the number of
26 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

1 Change of Address database and, for any notice packets returned as undeliverable, re-mailing such
2 notices to any forwarding address provided or updated address located. Declaration of Madely Nava
3 ("Nava Decl.") ¶¶ 3-7. Class Members were provided with the opportunity to exclude themselves or
4 "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 8.5, Ex. A.) Nava Decl.
5 ¶ 7, Exh. A. Only two (2) Class Members submitted a request for exclusion. Nava Decl. ¶ 11. Therefore,
6 nearly all Class Members (98.92%) are deemed Participating Class Members who are bound by the
7 Settlement and will be entitled to receive a Settlement Share. (Agreement at ¶ 8.5(c).) All Aggrieved
8 Employees, including those who submit an opt-out request, will still be paid their allocation of the
9 PAGA Penalties and will remain subject to the release of the PAGA Released Claims regardless of their
10 request for exclusion. (Agreement at ¶¶ 6.3 and 8.5(d)) Finally, the Notice advised the Class Members
11 of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7,
12 Ex. A.)

13 (f) A Participating Class Member must cash his or her Individual Class Payment check within
14 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will
15 be voided and any funds from such uncashed checks will be sent to the California Controller's
16 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
17 to the requirements of California Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.)
18 Class Members can then claim their funds through the Controller's website. The funds from uncashed
19 checks for Individual PAGA Payments will be handled in the same manner. (Agreement at ¶ 5.4.)

20 (g) ILYM Group was appointed by the Court as the Administrator for the Settlement.
21 (Agreement at ¶ 1.2) From the Gross Settlement Amount, the Administrator will be paid for settlement
22 administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).) As set forth in the Nava
23 Decl. at ¶ 18, the Administration Expenses Payment, including fees and costs incurred to-date, as well
24 as anticipated fees and costs for completion of the settlement administration, are \$6,500.

25 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
26 not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
27 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class
28 Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶ 3.2(b).)

1 Subject to Court approval, the Agreement provides for a payment not to exceed \$15,000 to the Plaintiff
2 as the his Class Representative Service Payment. (Agreement at ¶ 3.2(a).) In support of this separate
3 motion for attorneys' fees, reimbursement of expenses and service awards, Class Counsel is providing
4 evidentiary support, for these requests, including lodestar.

5 (i) Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement
6 Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code
7 Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$10,000. (Agreement at ¶¶ 1.34 and 3.2(d).)
8 Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties shall be allocated
9 as follows: 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share
10 of the civil penalties and and 25% allocated to the Individual PAGA Payments to be distributed to the
11 Allegedly Aggrieved Employees based on the number of their respective PAGA Pay Periods.
12 (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has been served with
13 this motion and the Agreement.

14 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
15 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
16 settlement is "fair, adequate, and reasonable." (Preliminary Approval Order at ¶ 3.) In sum, the
17 Settlement valued at \$400,000 is an excellent result for the Class. This result is particularly favorable
18 in light of the fact that liability and class certification in this case were far from certain in light of the
19 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
20 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
21 settlement is fair, reasonable and adequate, and should be finally approved.

22
23 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order
24 dated March 8, 2024 ("Preliminary Approval Order"), the approved Class Notice has been disseminated
25 to the Class. The reaction of the Class unequivocally supports approval of the Settlement. On April 19,
26 2024, the Administrator mailed the Court-approved Class Notice to the Class Members, which provided
27 each class member with the terms of the Settlement, including notice of the claims at issue and the
28 financial terms of the settlement, including the attorneys' fees, costs, and service award that were being

1 sought, how individual settlement awards would be calculated, and the specific, estimated payment
2 amount to that individual. Nava Decl. ¶ 7, Exh. A. In disseminating the notice, the Administrator
3 followed the notice procedures authorized by the Court in its Preliminary Approval Order. Significantly,
4 there have been no objections and only two (2) requests to opt-out. Nava Decl. ¶¶ 11-12. As such, nearly
5 the entire Class (98.92%) will participate in the Settlement and will be sent a settlement check. *See* Nava
6 Decl. at ¶¶ 13-15.

7
8 5. Description of Plaintiff's claims - The Action generally alleges that Plaintiff and other
9 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of
10 pay, were not provided meal and rest periods, were not timely paid earned wages, were not provided
11 reimbursement for required expenses, were not provided accurate itemized wage statements, were not
12 paid sick wages at the correct rate, and were not paid all wages at the time of termination. The Action
13 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 1, 2022, Plaintiff filed with the LWDA and served on Defendant a notice under
18 Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on
19 behalf of Aggrieved Employees for various Labor Code violations ("PAGA Notice").

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

1 Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202
2 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233,
3 246. On March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting
4 fifty (50) affirmative defenses. On January 19, 2023, Plaintiff filed a separate Representative Action
5 Complaint against Defendant (the "PAGA Action"). Plaintiff's Representative Action Complaint
6 asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq.
7 for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 226(a), 226.7, 510, 512,
8 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
9 Subdivision 5(A)-(B), and the applicable Wage Order(s). On March 24, 2023, Defendant filed an
10 Answer to Plaintiff's PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

11 (c) On December 7, 2023, Plaintiff filed a First Amended Complaint which added the claims and
12 parties in the PAGA Action to this Action. The First Amended Complaint is the operative complaint
13 in the Action (the "Operative Complaint")

14 (d) **CMO ¶G(3)(a)(v) - Investigation** - Over the course of litigation, the Parties engaged in the
15 investigation of the claims, including production of documents, class data, and other information,
16 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The
17 information for mediation obtained by Plaintiff included: (1) data concerning the class (2) a sampling
18 of payroll data for the class; (3) a sampling of time punch data covering 5,782 shifts; (4) Defendant's
19 wage and hour policies and job descriptions; (5) the employment file for the Plaintiff; and, (6) samples
20 of wage statements provided by Defendant. As such, Class Counsel received the data and information
21 for the Class, which was sufficient for Plaintiff's expert to prepare the valuation of the claims for the
22 Class.

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

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

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

23 (h) Class Counsel conducted an investigation into the facts of the class action. Class Counsel
24 engaged in a thorough review and analysis of the relevant documents and data with the assistance of an
25 expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
26 information to make an informed judgment regarding the likelihood of success on the merits and the
27 results that could be obtained through further litigation. In addition, Class Counsel previously negotiated
28 settlements with other employers in actions involving nearly identical issues and analogous defenses.

1 Based on the foregoing data and their own independent investigation, evaluation and experience, Class
2 Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair,
3 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
4 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
5 appellate issues

6

7 7. History of Settlement Discussions

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

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

22 (c) From October 2023 to January 2024, the settlement agreement and exhibits thereto were
23 finalized and executed. Plaintiff filed his Motion for Preliminary Approval of Class Settlement, and the
24 Court issued a tentative ruling in advance of February 27, 2024, which requested the Parties appear at
25 the hearing to discuss various issues. Supplemental briefing was provided and at the continued hearing
26 on March 8, 2024, the Court granted preliminary approval of the settlement as fair and reasonable to the
27 Class.

28 (d) Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate. In

1 my judgment as experienced Class Counsel, this Settlement should be finally approved.

2
3 8. The outcome of this case would have been uncertain and fraught with risks.

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

20 (b) There was also a significant risk that, if the Action was not settled, Plaintiff would be unable
21 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
22 of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed
23 the propriety of class certification, arguing that individual issues precluded class certification. Further,
24 as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
25 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class
26 has been certified. While other cases have approved class certification in wage and hour claims, class
27 certification in this action was hotly disputed and the maintenance of a certified class through trial was
28 by no means a foregone conclusion.

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

16 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's defenses
17 to Plaintiff's claims. As set forth in the Declaration of Nordrehaug in support of preliminary approval
18 which discussed the value of the class claims in detail, the Gross Settlement Amount compares favorably
19 to the value of the claims. Based upon 183 Participating Class Members who collectively worked 13,426
20 Workweeks, the Gross Settlement Amount provides an average value of \$2,185 per Class Member and
21 \$29.79 per Workweek and after deductions the Net Settlement Amount provides an average recovery
22 of \$1,146.91 per Class Member and a recovery of \$15.65 per Workweek. The 25% allocation of the
23 PAGA Penalties will be distributed to the 112 Aggrieved Employees who worked 3,263 pay periods
24 during the PAGA Period, resulting in an average Individual PAGA Payment of \$22.45 per Aggrieved
25 Employee and \$.77 per PAGA Pay Period. The calculations to compensate for the amount due to the
26 Class Members at the time the Settlement was negotiated were calculated by Plaintiff's expert, Berger
27 Consulting, in advance of mediation. Class Counsel analyzed the data for putative class members and
28 determined the potential maximum damages for the class claims. For the Class, the maximum potential

1 damages for off-the-clock work were calculated to be \$510,656 based on 1 hour per workweek with
2 71.8% of these unpaid OTC hours at the overtime rate, \$82,266 for alleged missed meal period damages
3 based upon potential 8.9% violation rate observed in the time records for shifts and after deduction of
4 meal period premiums actually paid by Defendant, \$131,306 for alleged missed rest period damages
5 based upon the same 8.9% violation rate for all shifts, \$16,915 for alleged unreimbursed business
6 expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was
7 calculated that Defendant was subject to a maximum damage claim in the amount of \$741,142. As to
8 potential statutory penalties, Plaintiff calculated that potential waiting time penalties were a maximum
9 of \$590,250, and the potential wage statement penalties were a maximum of \$237,200.¹ The valuations
10 and reductions in the realistic value of the claims were discussed more fully in paragraph 6 of the
11 Declaration of Kyle Nordrehaug filed in support of preliminary approval. Consequently, the Gross
12 Settlement Amount represents more than 50% of the maximum value of the alleged damages at issue
13 in this case at the time this Settlement was negotiated.² In addition, the above maximum calculations
14 should then be adjusted in consideration for both the risk of class certification and the risk of establishing
15 class-wide liability on all claims. Given the amount of the settlement as compared to the potential value
16 of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable.³

18 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226,
19 at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted
20 by Defendant, including, a good faith dispute defense as to whether any wages were owed given
21 Defendant's position that Plaintiff was properly compensated and classified. *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.").

22 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
23 Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The
24 PAGA claim was addressed in the Declaration of Kyle Nordrehaug at ¶33 filed in support of
preliminary approval.

25 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
26 settlement where the settlement amount constituted approximately 25% of the estimated overtime
27 damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
28 (N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Dunleavy v.*
Nadler (In re Mego Fin. Corp. Sec. Litig.), 213 F.3d 454, 459 (9th Cir. 2000) (affirming approval of

1 Clearly, the goal of this litigation has been met.

2 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant
3 recovery, particularly when viewed in light of the fact that the Defendant asserted serious and substantial
4 defenses both to liability and to class certification. The maximum and average class member allocation
5 are \$4,054.32 and \$1,146.91, respectively. *See* Nava Decl. ¶15. Given the complexities of this case, the
6 defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable
7 and adequate, and should be finally approved.

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

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

15 9. **The Agreement For The Payment of Fees and Expenses Should Is Appropriate And**
16 **Should 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 Four Hundred Thousand Dollars
19 (\$400,000). (Agreement at ¶¶ 1.22 and 3.1.) As part of the settlement, the parties agreed to an award
20 of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel Fees
21 Payment. (Agreement at ¶ 3.2(b).) By this motion, Class Counsel respectfully requests approval of the
22 Class Counsel Fees Payment in an amount equal to one-third of the Gross Settlement Amount.

23 (b) In the class action context, that means "attempting to award the fee that informed private
24 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining

25 _____
26 a class settlement which represented "roughly one-sixth of the potential recovery".) See also *Viceral v.*
27 *Mistras Grp., Inc.*, 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
28 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 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
2 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
3 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in
4 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
5 market value of the award requested.

6 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
7 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
8 counsel for each of the parties as part of the Settlement.

9
10 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
11 Created for the Benefit of the Class

12 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
13 of the Gross Settlement Amount of \$400,000, which equals \$133,333 for attorneys' fees. As part of the
14 Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations expenses
15 incurred as per Class Counsel's billing statement in an amount not to exceed \$25,000. Finally, Defendant
16 also agreed that Plaintiff can be awarded a Class Representative Service Payment in the amount of
17 \$15,000, as his service award under the Agreement.

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

23
24 (c) There is a substantial difference between the risk assumed by attorneys being paid by the
25 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the
26 bank with his fee. The attorney working on a contingent basis can only log hours while working without
27 pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account
28 the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing.

1 In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this
2 contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial
3 burden of private enforcement makes the requested award appropriate. This case was litigated on a
4 contingent basis for over one year, with all of the risk factors inherent in such an uncertain undertaking.
5 Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class
6 certification. Under such circumstances, courts have held that a risk multiplier must be applied to the
7 fee award.

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

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

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

27 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
28 compensable hourly work on other cases to devote the necessary time and resources to this contingent

1 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky
2 contingent fee work in this case which could potentially have paid nothing.

3 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type
4 of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
5 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
6 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
7 Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
8 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
9 Counsel advanced more than \$24,000 in costs which could not have been recovered if this case had been
10 lost. The Plaintiff also undertook the risk of liability for Defendant's costs had this case not succeeded,
11 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
12 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
13 Plaintiff also support the requested awards.

14 (i) In a common fund settlement "[t]he lodestar method is merely a cross-check on the
15 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
16 2002). In this case, the reasonableness of the requested attorneys' fee of one-third equal to \$133,333 is
17 also established by reference to Class Counsel's lodestar in this matter. **The contemporaneous billing**
18 **records for Class Counsel evidence that through July 3, 2024, Class Counsel's total lodestar is**
19 **\$203,175**, with significant additional fees still to be incurred to complete final approval and the
20 settlement process. The requested fee award is therefore less than Class Counsel's total lodestar,
21 representing a negative multiplier, and there will be additional lodestar incurred by Class Counsel to
22 complete the settlement process and manage the settlement distribution and reports. Such a negative
23 multiplier is below the range of positive multipliers approved in other cases such as *Laffitte* and
24 *Vizcaino*.⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly

25
26 ⁴ See *Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 487 (2016)(approving 1/3 fee award with
27 multiplier of 2.03 to 2.13); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002)(3.65
28 multiplier approved because of substantial risk); *Pellegrino v. Robert Half Intern., Inc.*, 182
Cal.App.4th 278 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied and
affirming 1.75 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers

1 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
2 this Court may conclude that the requested award is fair and reasonable and is justified under California
3 law.⁵

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

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

19
20
21 can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th
22 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162
23 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).

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

1 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*
2 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class
3 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*
4 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
5 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v.*
6 *Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David
7 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
8 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
9 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
10 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer
11 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in
12 *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge
13 Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in
14 *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338),
15 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
16 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case
17 No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in
18 a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
19 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third
20 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage*
21 *and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third
22 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM*
23 *Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice
24 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing*
25 *v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard
26 B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2,
27 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa
28 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in

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

11 12. **The contemporaneous billing records for Class Counsel evidence that through July**
12 **3, 2024, Class Counsel's total lodestar is \$203,175**, with significant additional fees still to be incurred
13 to complete final approval and the settlement process. From October 22, 2022 to July 3, 2024, my firm
14 worked on this matter for over 273 hours, with hourly rates for attorneys ranging from \$450 to \$995,
15 resulting in a total incurred lodestar for my firm in the amount of \$203,175. The requested fee award
16 is therefore currently equivalent to Class Counsel's total lodestar with a negative multiplier, and there
17 will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the
18 settlement distribution and reports. A detailed breakdown of the total fees and the services performed
19 by the firm on this case is attached hereto as Exhibit #3. In addition, Class Counsel will be performing
20 significant additional work that is not included in this lodestar amount, including finalizing the final
21 approval motion, attending the hearing on final approval, and monitoring completion of the settlement
22 process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The
23 rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community
24 for similar work and, if this were a commercial matter, these are the charges that would be made and
25 presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
26 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
27 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California,
28 including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge

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

20 21 Litigation Expenses

22 13. As part of the Agreement at paragraph 3.2(b), that Class Counsel may seek a “Class
23 Counsel Litigation Expenses Payment of not more than \$25,000.” Class Counsel requests
24 reimbursement for incurred litigation expenses and costs in the amount of \$24,345.63. Class Counsel
25 have incurred \$24,345.63 based upon counsel’s billing records which evidence total expenses of
26 \$16,636.80. The requested expense reimbursement is less than the expense allocation in the Agreement,
27 so the difference will remain in the Net Settlement Amount for distribution to the Class. These litigation
28 expenses include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger

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

4
5 Service Award

6 14. For his service as the only class representative, Plaintiff should be awarded the agreed
7 service award of \$15,000 in accordance with the Agreement for his time, risk and effort expended on
8 behalf of the Class as the class representative. (Agreement at ¶ 3.2(a).) Defendant has agreed to this
9 payment and there have been no objections to the requested service award. The declaration of Plaintiff
10 in support of this request is attached hereto as Exhibit #5. As the sole representative of the Class,
11 Plaintiff performed his duty to the Class admirably and without exception. Plaintiff worked extensively
12 with Class Counsel during the course of the litigation, responding to numerous requests, searching for
13 documents, working with counsel, and reviewing the settlement documentation. As set forth in the
14 Agreement, the Plaintiff is also providing a comprehensive release as part of the Settlement, far beyond
15 the class release. The declaration of Plaintiff details the involvement, stress and risks he undertook as
16 a result of this Action. The Plaintiff also assumed the serious risk that he might possibly be liable for
17 costs and fees to Defendant, as well as the reputational risk of being “blacklisted” by other future
18 employers for having filed a class action on behalf of fellow former employees. Without the Plaintiff's
19 participation, cooperation and information, no other employees would be receiving any benefit. The
20 payment of service awards to successful class representatives is appropriate and the amount of \$15,000
21 is well within the currently awarded range for similar settlements. The requested award is also
22 reasonable by reference to the amounts that other California courts have found to be reasonable in wage
23 and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS
24 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are

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

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

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

24 15. The requested service awards are also reasonable in light of the reputational risk that
25 Plaintiff assumed in bringing this action against his former employer. Plaintiff put his future
26 employment prospects at risk by becoming a class representative as the fact that he filed a lawsuit "is
27 searchable on the internet and may become known to prospective employers when evaluating" his for
28 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.

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

13 16. As a result, Class Counsel respectfully requests approval of the application for award of
14 the Class Counsel Fees Payment equal to one-third (1/3) of the common fund, an award of litigation
15 expenses in the amount of \$24,345.63, and approval of the requested service award to the Plaintiff.

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

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 3rd day of July, 2024, at San Diego, California.

21 /s/ Norman Blumenthal
22 NORMAN B. BLUMENTHAL

23
24 ⁷ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

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

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

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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Admitted: 2006, California

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Admitted: 2011, California; 2016 Arizona

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

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Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

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Admitted: 2016, California

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Admitted: 2020, New Mexico

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

Sergio Julian Puche

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

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Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

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

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

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

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

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

EXHIBIT #2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Eric Harrold (“Plaintiff”) and defendant Spartan Education Group, LLC (“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” collectively means: (1) the Plaintiff’s Class Action lawsuit alleging wage and hour violations against Defendant captioned *Eric Harrold v. Spartan Education Group, LLC*, Case No. CVRI2300320, initiated on January 19, 2023 and pending in Superior Court of the State of California, County of Riverside (“Harrold Class Action”); and (2) the Plaintiff’s Representative Action lawsuit alleging wage and hour violations against Defendant captioned *Eric Harrold v. Spartan Education Group, LLC*, Case No. CVRI2300285, initiated on January 19, 2023 and pending in Superior Court of the State of California (“Harrold PAGA Action”), which will be consolidated with the Harrold Class Action.
- 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. “Allegedly 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, excluding those employees who signed severance agreements.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in 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, Request for Exclusion Form, and Objection Form, to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from January 19, 2019 through the earlier of preliminary approval or January 5, 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 Riverside.
- 1.17. “Defendant” means Spartan Education Group, LLC.
- 1.18. “Defense Counsel means Tracie Childs, Cameron J. Davila, and Katie M. Greenbaum Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.19. “Effective Date” means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Four Hundred Thousand Dollars (\$400,000) 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 Allegedly 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. “Operative Complaint” means the operative amended Consolidated Class Action and Representative Action Complaint that consolidates the Harrold PAGA Action into the first-filed Harrold Class Action in state court.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from November 1, 2021 through the earlier of preliminary approval or January 5, 2024.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiff’s November 1, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (\$2,500) and the 75% to LWDA (\$7,500) in settlement of PAGA claims.
- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. “Plaintiff” means Eric Harrold, the named plaintiff in the Action.

- 1.38. “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.
- 1.39. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period. 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.
- 1.40. “Released PAGA Claims” means a release from the LWDA, the State of California and Allegedly Aggrieved Employees all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. Plaintiff releases all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA; Plaintiff does not release any Allegedly Aggrieved Employee’s claim for individual wages or damages. The Released PAGA Claims do not include other PAGA claims, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.
- 1.41. “Released Parties” means: the Defendant named in the Operative Complaint, together with their officers, directors, employees and agents.
- 1.42. “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.
- 1.43. “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 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “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 19, 2023, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Riverside (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 March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action Complaint, asserting fifty (50) affirmative defenses.

Plaintiff's PAGA Action

2.3. On January 19, 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).

2.4. On March 24, 2023, Defendant filed an Answer to Plaintiff's PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

Plaintiff's First Amendment Complaint

2.5. As part of this Agreement, the Parties stipulated to the filing of a First Amended Complaint in the Class Action that adds the claims and parties in the PAGA Action.

The First Amended Complaint shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on December 7, 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. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

Mediation and Settlement

- 2.7. On September 7, 2023, the Parties participated in an all-day mediation presided over by Louis Marlin, 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.
- 2.11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$400,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated 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 \$15,000 (in addition to any Individual Class Payment, any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member, and any Individual Settlement/Severance Agreement separately memorialized). 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 of the Gross Settlement Amount, which is currently estimated to be \$133,333, 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 Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) 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 (\$2,500) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 186 Class Members who collectively worked a total of 12,821 Workweeks, and 102 Aggrieved Employees who worked a total of 3,135 PAGA Pay Periods.
- 4.2. Class Data. Not later than 21 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. The Class Data shall not be shared with either Plaintiff or Class Counsel unless expressly approved by Defendant and Defense Counsel, or if a Class Member requests that their personal data be shared with Class Counsel. 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 21 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, Allegedly Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
 - 6.1. Plaintiff's Release. In addition to the claims released under Sections 6.2 and 6.3 below, Plaintiff and his or 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) any and all claims which in any way relate to Plaintiff's employment with Defendant; (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to: Plaintiff's right to receive Severance Pay reached under a separate agreement, to any claims or actions to enforce this Agreement, or to any claims that by law cannot be waived and/or release, 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.

- (b) Plaintiff's Other Claims. Plaintiff represents that he has claims against Defendant other than the Class claims and PAGA claims that were separately negotiated. Any sum paid to Plaintiff under this Individual/Severance Agreement is in addition to the Gross Settlement Amount memorialized in a confidential Individual Settlement/Severance Agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the Individual Settlement/Severance Agreement to obtain approval of this Settlement, the Parties agree that it will be submitted in camera or under seal to the Court.

- 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. Plaintiff and the State of California, 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 a signed Declaration that states: (i) whether the attorney is aware of any class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties whose behalf the action is brought, and the procedural status of that case. In this Declaration, Defendant shall also state all facts relevant to any actual or potential conflicts of interest with the Administrator, but only if there is any actual or potential conflict of interest.

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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration 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 Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

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

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class

Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator 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 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

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

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid

Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received, with personal identifying information other than names redacted.
- (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. Should the qualifying workweeks worked by the Class Members during the Class Period as set forth in paragraph 4.1 above ultimately increase by more than 7% (i.e., if the workweeks exceed 13,719), Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as of the date on which the number of workweeks reaches 13,719 so as not to trigger the escalator, or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of workweeks worked by the Class Members above the 7% (i.e., if there was 8% increase in the number workdays during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 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(l), 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 C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the 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. 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. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. No Publicity. Plaintiff and Class Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiff and their respective counsel also will not post any information about the settlement on social media or their firms' websites.
- 13.5. 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.

- 13.6. 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.
- 13.7. 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. If the Court believes the amount of Administration Expenses; Attorneys' Fees, Attorneys' Expenses; Service Award; or PAGA Payment should be modified, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the Attorneys' Fees, Attorneys' Expenses; Service Award; or PAGA Payment is not a ground for rescinding the settlement.
- 13.8. No 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.
- 13.9. 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.
- 13.10. 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.
- 13.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.12. 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.
- 13.13. 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.

- 13.14. 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.
- 13.15. 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.
- 13.16. 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.
- 13.17. 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 legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.18. 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 Plaintiff 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:

Tracie Childs
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel.: (858) 652-3100
Fax: (858) 652-3101
E-mail: tracie.childs@ogletree.com
cameron.davila@ogletree.com

13.19. 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.

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

13.21. 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: Jan 25, 2024

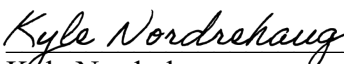

Eric Harrold (Jan 25, 2024 06:20 PST)

Plaintiff Eric Harrold

Dated: _____

[name]
For Defendant Spartan Education Group, LLC

Dated: 1/25/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel.: (858) 652-3100
Fax: (858) 652-3101
E-mail: tracie.childs@ogletree.com
cameron.davila@ogletree.com

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

Dated: 01/24/2024

keisha Sosias

68170300946648D...

keisha Sosias [name]

For Defendant Spartan Education Group, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: January 24, 2024



Tracie Childs

Cameron J. Davila

Attorney for Defendant

EXHIBIT A

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

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

Harrold v. Spartan Education Group, LLC, Superior Court of the
State of California, County of Riverside, Case No. CVRI2300320
(consolidated with Case No. CVRI2300285)

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Spartan Education Group, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Eric Harrold (“Plaintiff”) and seeks payment of (1) wages and other relief on behalf of all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the California Class Period (January 19, 2019 through January 5, 2024) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for all individuals who were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (November 1, 2021 through January 5, 2024) (“Allegedly 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 Allegedly 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 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 Class Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to 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 two basic options under the Settlement:

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

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 Receive a Payment	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 and Released PAGA claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is _____.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the 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 Class Notice. 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	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 can object to the

the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court will hold a Final Approval Hearing at _____ on _____, 2024 at the Riverside County Superior Court, located at 4050 Main Street, Riverside, California, in Department 1 before Judge Harold Hopp. The hearing may be rescheduled by the Court without further notice to you. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.

1. Why did I get this Notice?

A proposed class and PAGA 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 Riverside (the "Court") has been reached between Plaintiff Eric Harrold ("Plaintiff") and Defendant Spartan Education Group, LLC ("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, excluding those employees who signed severance agreements ("Class Members" or "Class").

The "Class Period" is January 19, 2019 through January 5, 2024.

2. What is this class action lawsuit about?

On January 19, 2023, Plaintiff initiated a class action against Defendant, entitled *Harrold v. Spartan Education Group, LLC*, Riverside Superior Court, Case No. CVRI2300320 ("Class Action"). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal period, failure to provide rest periods, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to pay wages timely at termination, and failure to pay sick pay wages. On March 24, 2023, Defendant filed an Answer to Plaintiff's Class Action

Complaint, asserting fifty (50) affirmative defenses.

On January 19, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted a representative claim seeking civil penalties for the violation of the Private Attorney General Act, California Labor Code section 2698 (“PAGA”). On March 24, 2023, Defendant filed an Answer to Plaintiff’s PAGA Action Complaint, asserting fifty-four (54) affirmative defenses.

On December 7, 2023, Plaintiff filed a First Amended Complaint which added the PAGA claims from the PAGA Action into the Class Action. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies and disputes all such claims. Specifically, Defendant contends Plaintiff and the Class Members were properly compensated for all wages under California law; Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; Defendant did not fail to provide required reimbursement of expenses; Defendant did not fail to timely pay Plaintiff or any Class Members any wages allegedly due at the time of their termination; Defendant complied with California wage statement requirements; Defendant did not engage in unlawful or unfair business practices; Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and the Action cannot be maintained as a class action or a PAGA 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 deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Four Hundred Thousand Dollars (\$400,000) (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, the Administration Expenses Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Penalties for civil penalties. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant.

Within twenty-one (21) days of the Effective Date, Defendant will fund the Gross Settlement Amount by depositing the money with the Administrator. The “Effective Date” means the date the Judgment is entered by the Court, or if there are objections or any appeal of the Judgment, the

date when any appeal of the Judgment has been resolved (i.e. when the Judgment is no longer subject to appeal). Fourteen (14) days after the settlement is funded, the Administrator will mail checks for the Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, 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 without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement funds and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$133,333, and an additional amount to reimburse actual litigation costs incurred by Class Counsel not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class and Allegedly Aggrieved Employees on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. A Class Representative Service Payment in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Penalties. A PAGA Penalties payment of \$10,000 to resolve the claim for civil penalties under PAGA, \$7,500 of which will be paid to the State of California’s Labor and Workforce Development Agency. The remaining \$2,500 will be distributed to the Allegedly Aggrieved Employees based on their respective pay periods worked during the PAGA Period, which is November 1, 2021 to January 5, 2024. “Allegedly Aggrieved Employees” are all individuals who were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period. All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the class portion of the Settlement.

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

Calculation of Individual Class Payments to Class Members. After all of the payments of the court-approved Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Payments to Participating Class Members (meaning those Class Members who do not opt out or exclude themselves from the Class). 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. A Class Member who worked only one Workweek is estimated to recover approximately \$16.11 for that single Workweek, minus applicable withholdings and deductions. A Class Member who worked every Workweek during the Class Period (259 weeks) could recover \$4,172, minus applicable withholdings and deductions. The average Individual Class Payment is estimated to be \$1,111.11. These amounts are subject to change, however, depending on the number of Class Members and Workweeks involved, among other factors. Your estimated Individual Class Payment is set forth in Section 5 below.

Calculation of Individual PAGA Payments to Allegedly Aggrieved Employees: The Individual PAGA Payment for each Allegedly Aggrieved Employee will be calculated by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Pay Periods. "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. The number of PAGA Pay Periods will be based on Defendant's records, however, Allegedly Aggrieved Employees have the right to challenge the number of PAGA Pay Periods worked as explained below. Your estimated Individual PAGA Payment is set forth in Section 5 below. You will receive your Individual PAGA Payment (if any) even if you opt out or exclude yourself from the Class.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is in settlement of wage claims which are subject to wage withholdings and will be reported on IRS Form W-2. Eighty percent (80%) of each Individual Class Payment is in settlement of claims non-wages, expense reimbursement, interest and penalties, which are not subject to wage withholdings and will be reported on IRS Form 1099. Your Individual PAGA Payment (if any) is also not subject to wage withholdings and will 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 and Allegedly Aggrieved Employees. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. Your tax issues are unique to you, and you may want to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

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.

4. What Do I Release Under the Settlement?

Released Class 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, 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 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. 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 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. 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 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, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, any Allegedly Aggrieved Employees’ claim for individual wages or damages, claims for wrongful termination, discrimination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant’s officers, directors, employees, shareholders, and agents.

5. How much will my payment be?

Your Individual Class Payment: Defendant’s records reflect that you have <<____>> Workweeks during the Class Period (January 19, 2019 through January 5, 2024). **Based on this information, your estimated Individual Class Payment is <<____>>**, minus applicable withholdings and deductions.

Your Individual PAGA Payment: Defendant’s records reflect that you have <<____>> PAGA Pay Periods during the PAGA Period (November 1, 2021 to January 5, 2024). **Based on this information, your estimated Individual PAGA Payment is <<____>>**.

Your Individual Class Payment and Individual PAGA Payments may be paid together in a single check, at the discretion of the Administrator.

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 Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. 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 share of the Settlement 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 Administration, _____, (800) _____.

The Court will hold a Final Approval Hearing on _____ at _____ to decide whether to approve the Settlement. Please note the hearing could be rescheduled by the Court without further notice to you. If the Court approves the Settlement and there are no objections or appeals, the settlement payments will be mailed approximately two months after this hearing. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

Your settlement check must be cashed within 180 days after it is mailed. If your check is lost or misplaced, you should contact the Administrator immediately by phone to request a replacement (800) _____. 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.

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 or "opt out." **If you opt out, you will NOT receive your Individual Class Payment and you will not be bound by the release of Released Class Claims.** However, Allegedly Aggrieved Employees who opt out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims, regardless of their request for exclusion from the Class.

To opt out of the Class, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Harrold v. Spartan Education Group* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, last four digits of social security number for verification purposes, the approximate dates of employment in California by Defendant, and the name and number of the case, which is *Harrold v. Spartan Education Group*, Case No. CVRI2300320. 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 *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action Administration, _____. Absent good cause found by the Court, 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 tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should include the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Harrold v. Spartan Education Group*, in the Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. An Objection form is included with this Class Notice.

All written objections must be mailed to the *Harrold v. Spartan Education Group* Administrator, c/o Apex Class Action Administration, _____, no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Notice or 74 days in the event of a re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. At this time, all hearings will be held remotely. The hearing may also be rescheduled by the Court without further notice to you. If you need assistance, you may contact Class Counsel. Please check the Court's tentative ruling website for current information concerning appearances and how to attend Court proceedings remotely:

<https://www.riverside.courts.ca.gov/OnlineServices/TentativeRulings/tentative-rulings.php>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Tracie Childs
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100 / Fax: 858-652-3101
Email: cameron.davila@ogletree.com
Website: www.ogletree.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, in Department 1 of the Superior Court of California, County of Riverside, located at 4050 Main Street, Riverside, CA 92501, before Judge Harold W. Hopp. While the Court determined at preliminary approval that there is sufficient evidence to suggest the proposed settlement is fair, adequate, and reasonable, the Court will make a final determination on these issues at the Final Approval Hearing. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to approve the amount of attorneys' fees, costs and service awards to be awarded. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Administrator at _____ or write *Harrold v. Spartan Education Group*, c/o Apex Class Action Administration, _____; or contact Class Counsel.

This Class Notice summarizes the proposed settlement. More details are in the Class Action and PAGA Settlement Agreement ("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 [ADMINISTRATOR WEBSITE]. You may also get more details by examining the Court's file via the Public Access site for the California Superior Court for the County of Riverside (<https://ecomm1.riverside.courts.ca.gov/>) and entering the Case No. CVRI2300320. The Agreement can be found in the Court file located at 4050 Main Street, Riverside, CA 92501 as Exhibit #1 to the Declaration of Kyle Nordrehaug, filed on _____, 2024.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

REQUEST FOR EXCLUSION FORM

Harrold v. Spartan Education Group, LLC, Case No. CVRI2300320
California Superior Court for the County of Riverside

To exclude yourself or “opt out” from the Class, complete, sign, and date this form, and then mail it on or before -----, 2024 to the Administrator at the following address:

Harrold v. Spartan Education Group, LLC
c/o Apex Class Action Administration

INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the class action portion of the Settlement. You will **NOT** receive an Individual Class Payment Share if you return this form and you will not be bound by the release of Released Class Claims, as described in the settlement notice. However, Allegedly Aggrieved Employees who opt-out of the Class will still be paid their Individual PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of their request for exclusion.

B. To exclude yourself or “opt out”, complete, sign, date and return this form. To be effective, this form should be filled out completely and postmarked on or before _____, 2024.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to OPT-OUT of the Class in the lawsuit entitled *Harrold v. Spartan Education Group, LLC*, Superior Court of the State of California, County of Riverside, Case No. CVRI2300320. I understand that by requesting to be excluded from the Class, I will not receive an Individual Class Payment, as described in the accompanying Class Notice.

Name: _____

Address: _____

Telephone Number: _____

Last 4 Digits of SSN: _____

Dates of Employment with Defendant Spartan Education Group, LLC:

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

(Sign your name here)

Date

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a
Limited Liability Corporation, and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **CVRI2300320**

OBJECTION FORM

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 1

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (ILYM GROUP) AT THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection.

[] I OBJECT to the *Harrold v. Spartan Education Group, LLC* Settlement for the following reasons:

[Form continues on reverse side]

(Your Signature)

(Date)

(Print Your Name)

(Your Address)

(Print Last Four Digits of Social Security Number)

(City/State/Zip Code)

Submit your fully completed and signed Objection Form as follows:

MAIL TO THE ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NOT LATER THAN
_____, 2024:

Harrold v. Spartan Education Group, LLC Administrator
c/o Apex Class Action Administration

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a
Limited Liability Corporation, and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: **CVRI2300320**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: January 19, 2023
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter came on for a noticed motion hearing before the Honorable Harold Hopp of
2 the Superior Court of the State of California, in and for the County Riverside, on _____,
3 for the motion by Plaintiff Eric Harrold (“Plaintiff”) for preliminary approval of the Class and
4 PAGA Settlement with Defendant Spartan Education Group, LLC (“Defendant”). The Court,
5 having considered the briefs, argument of counsel and all matters presented to the Court and good
6 cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
7 and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

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

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

17 3. The Gross Settlement Amount is Four Hundred Thousand Dollars (\$400,000.00).
18 It appears to the Court on a preliminary basis that the settlement amount and terms are fair,
19 adequate and reasonable as to all potential Class Members, when balanced against the probable
20 outcome of further litigation and the significant risks relating to certification, liability and damages
21 issues. It further appears that investigation and research have been conducted such that counsel
22 for the Parties are able to reasonably evaluate their respective positions and that settlement at this
23 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
24 would be presented by the further prosecution of the Action. The Settlement appears to have been
25 reached as the result of serious and non-collusive, arms-length negotiations. The Court therefore
26 preliminarily finds that the Settlement is fair, adequate, and reasonable when balanced against the
27

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

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The
5 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
6 preliminarily finds that the monetary settlement awards made available to the Class is fair,
7 adequate, and reasonable when balanced against the probable outcome of further litigation and the
8 significant risks relating to certification, liability, and damages issues.

9 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
10 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
11 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
12 \$15,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
13 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
14 supporting these requests, including lodestar, prior to final approval.

15 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to
16 certification of a class for settlement purposes only. This stipulation will not be deemed
17 admissible in this or any other proceeding should this Settlement not become final. For settlement
18 purposes only, the Court conditionally certifies the following Class: "all individuals who were
19 employed by Defendant in California and classified as a non-exempt employee at any time during
20 the Class Period, excluding those employees who signed severance agreements." The Class
21 Period is January 19, 2019 through January 5, 2024.

22 7. The Court concludes that, for settlement purposes only, the Class meets the
23 requirements for certification under section 382 of the California Code of Civil Procedure in that:
24 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
25 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
26 community of interest amongst the members of the Class with respect to the subject matter of the
27 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)

1 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
2 action is superior to other available methods for the efficient resolution of this controversy; and (f)
3 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff are adequate
4 representatives of the Class.

5 8. The Court provisionally appoints Plaintiff as the representatives of the Class. The
6 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
7 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP as Class Counsel.

9 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
11 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to the Aggrieved Employees. “Aggrieved
13 Employees” are all individuals who were employed by Defendants in California and classified as a
14 nonexempt employee at any time during the PAGA Period (November 1, 2021 through January 5,
15 2024). Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided
16 notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be
17 reasonable.

18
19 10. The Court hereby approves, as to form and content, the Court Approved Notice of
20 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) along with
21 the Objection Form and Request for Exclusion Form, submitted as Exhibit A to the Agreement,
22 and attached to this Order as Exhibit #1. The Court finds that the Class Notice appears to fully
23 and accurately inform the Class Members of all material elements of the proposed Settlement, of
24 the Class Members’ right to be excluded from the Class by submitting a written opt-out request,
25 and of each member’s right and opportunity to object to the Settlement. The Court further finds
26 that the distribution of the Class Notice substantially in the manner and form set forth in the
27 Agreement and this Order meets the requirements of due process, is the best notice practicable
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1 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
2 thereto. The Court orders the mailing of the Class Notice Packet by first class mail pursuant to the
3 terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect
4 address, the Administrator will promptly search for a more current address and re-mail the Notice
5 Packet no later than fourteen days after the receipt of the undelivered Class Notice Packet. The
6 Administrator shall provide a declaration detailing the notice process and authenticating a copy of
7 every exclusion form received by the Administrator. Class Counsel shall file this declaration of
8 the Administrator concurrently with the filing of any motion for final approval.

9 11. The Court hereby appoints Apex Class Action Administration as Administrator.
10 No later than twenty-one (21) calendar days after preliminary approval of the Settlement by the
11 Court, Defendant shall provide to the Administrator an electronic spreadsheet with the Class Data
12 and the information for any Allegedly Aggrieved Employee. The Administrator will perform
13 address updates and verifications as necessary prior to the mailing of the Class Notice. Using best
14 efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class
15 information spreadsheet, the Administrator will mail the Class Notice to all Class Members via
16 first-class U.S. Mail.

17 12. The Court hereby preliminarily approves the proposed procedure for exclusion
18 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
19 from the Class as provided in the Class Notice by following the instructions for requesting
20 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
21 sent to the Administrator and postmarked by no later than the Response Deadline, which is sixty
22 (60) calendar days after the date of the mailing of the Class Notice Packet. If the Notice Packet is
23 re-mailed, the Response Deadline will be extended an additional 14 days. The Administrator will
24 then authenticate and provide any requests for exclusion to the Court. Any such person who
25 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
26 Settlement and will not be bound by the Settlement or have any right to object, appeal or comment
27 thereon. Class Members who have not requested exclusion shall be bound by all determinations
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1 of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that
2 particular individual, and any attempt to effect an opt out of a group, class, or subclass of
3 individuals is not permitted and will be deemed invalid.

4 13. Any Class Member who has not opted out may appear at the final approval hearing
5 and may object or express the Member's views regarding the Settlement and may present evidence
6 and file briefs or other papers that may be proper and relevant to the issues to be heard and
7 determined by the Court as provided in the Notice. Class Members will have until the Response
8 Deadline to submit their written objections to the Administrator in accordance with the
9 instructions in the Class Notice. If the Class Notice Packet is re-mailed, the Response Deadline
10 for written objections will be extended an additional 14 days. The Administrator will then
11 authenticate and provide any written objections to the Court. Alternatively, Class Members may
12 appear at the Final Approval Hearing to make an oral objection.

13 14. A Final Approval Hearing shall be held before this Court on _____ at
14 _____ a.m. in Department 1 at the Riverside Historic Courthouse of the Riverside County
15 Superior Court located at 4050 Main Street, Riverside, California, to determine all necessary
16 matters concerning the Settlement, including: whether the proposed settlement of the Action on
17 the terms and conditions provided for in the Agreement is fair, adequate and reasonable and
18 should be finally approved by the Court; whether the Final Approval Order and Judgment should
19 be entered herein; whether the plan of allocation contained in the Agreement should be approved
20 as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and
21 costs, the service award, and the expenses of the Administrator. All papers in support of the
22 motion for final approval and the motion for attorneys' fees, costs and service awards shall be
23 filed with the Court and served on all counsel no later than sixteen (16) court days before the Final
24 Approval Hearing and both motions shall be heard at the Final Approval Hearing. Class Counsel
25 shall provide service of these motions on any objecting party and notice to any objecting party of
26 any continuance of the hearing on the motion for final approval.

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

13 16. In the event the Settlement does not become effective in accordance with the terms
14 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
15 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
16 and the Parties shall revert to their respective positions as of before entering into the Agreement,
17 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
18 including all available defenses and affirmative defenses, and arguments that any claim in the
19 Action could not be certified as a class action and/or managed as a representative action. In such
20 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
21 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
22 the Agreement with respect to the effect of the Agreement if it is not approved.

23 17. The Court reserves the right to adjourn or continue the date of the final approval
24 hearing and all dates provided for in the Agreement without further notice to Class Members and
25 retains jurisdiction to consider all further applications arising out of or connected with the
26 proposed Settlement.

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

IT IS SO ORDERED.

Dated: _____

HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a
Limited Liability Corporation, and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CVRI2300320

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

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Harold W. Hopp
Dept.: 1

Action Filed: January 19, 2023
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Eric Harrold (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Spartan
3 Education Group, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the fees and
4 expenses of the Administrator duly came on for hearing on _____ before the
5 Honorable Harold Hopp. The Class Action and PAGA Settlement Agreement is attached as
6 Exhibit #2 to the Declaration of Norman Blumenthal filed on _____.

7
8 **I.**

9 **FINDINGS**

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

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13
- 14 2. This Court has jurisdiction over the subject matter of this litigation pending before
15 the California Superior Court for the County of Riverside, and over all Parties to this litigation,
16 including the Class.
- 17 3. Based on a review of the papers submitted by Plaintiff and a review of the
18 applicable law, the Court finds that the Gross Settlement Amount of \$400,000 and the terms set
19 forth in the Agreement are fair, reasonable, and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

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

3 **Notice to the Class**

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

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

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

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

4 b. Plaintiff and his counsel's investigation and discovery have been sufficient
5 to allow the Court and counsel to act intelligently.

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

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

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

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

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

19 **Attorneys' Fees and Costs**

20 11. An award of \$133,333 for attorneys' fees, representing one-third (1/3) of the Gross
21 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in
22 light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
23 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
24 lodestar and billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for Class Representative Service Payment of not more
27 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
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1 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
2 of the risks and burdens undertaken by the Plaintiff in the litigation and for the time and effort in
3 bringing and prosecuting this matter on behalf of the Class.

4 **Administration Expenses Payment**

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

12 **PAGA Penalties**

13 14. The Agreement provides for a PAGA Penalties payment out of the Gross
14 Settlement Amount of \$10,000, which shall be allocated \$7,500 to the LWDA as the LWDA's
15 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$2,500 to be
16 distributed to the Allegedly Aggrieved Employees based on their respective PAGA Pay Periods
17 worked during the PAGA Period. The Court finds this PAGA Penalties payment to be reasonable.
18 All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and will be
19 subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out
20 of the Settlement. "Aggrieved Employees" are all individuals who were employed by Defendants
21 in California and classified as a non-exempt employee at any time during the PAGA Period
22 (November 1, 2021 through January 5, 2024). Pursuant to Labor Code section 2699, subdivision
23 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has
24 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

25
26 **II.**

27 **ORDERS**

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

2 1. The certification of the Class for the purposes of settlement is confirmed. The
3 Class is defined as follows:

4 All individuals who were employed by Defendant in California and classified as a
5 non-exempt employee at any time during the Class Period, excluding those
6 employees who signed severance agreements (January 19, 2019 through January 5,
2024).

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

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. The envelopes containing the settlement distributions to Class Member shall bear
13 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
14 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
15 Administrator shall mail a reminder postcard to any Class Member whose check has not been
16 negotiated withing 60 days after the date of mailing. If (i) any of the Class Members are current
17 employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the
18 Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid
19 mailing address, the Administrator shall arrange with the Defendant to have those distributions
20 delivered to the Class Members at their place of employment. ~~The settlement distribution shall~~
21 ~~include notification of the entry of judgment in the envelope which shall read as follows: “Please~~
22 ~~be advised that on _____, 2024, the Court entered judgment in this action, Harrold v.~~
23 ~~Spartan Education Group, Case No. CVRI2300320, and a copy of the Judgment can be found by~~
24 ~~going to the Administrator’s website at <<_____>>..~~

1 5. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
2 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
3 compensation or reimbursement from Defendant, Plaintiff or members of the Class.

4 6. The payment of the Class Representative Service Payment in the amount of \$
5 _____ to the Plaintiff is approved.

6 7. The payment of \$_____ to the Administrator for their fees and expenses
7 is approved.

8 8. The PAGA Penalties payment of \$10,000 is approved and shall be allocated in
9 accordance with the Agreement.

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

24 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
25 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
26 and Judgment shall be posted on Administrator's~~Class Counsel's~~ website as set forth in the Class
27
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1 Notice to the Class. ~~It~~ It shall not be necessary to send notice of entry of this Final Approval Order
2 and Judgment to individual Class Members.

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

10
11 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

12 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
13 Plaintiff, Class Members, and Allegedly Aggrieved Employees, shall take nothing in the Action.

14 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
15 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
16 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
17 arising from or in connection with the distribution of settlement benefits.

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

20 4. Effective on the date when Defendant fully funds the entire Gross Settlement
21 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
22 Payments, all Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
25 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
26 Operative Complaint which occurred during the Class Period. Participating Class Members do not
27 release any other claims, including claims for vested benefits, wrongful termination, violation of
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1 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or claims based on facts occurring outside the Class Period.

3 5. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
6 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
7 and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA
8 Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
10 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
11 claims, any Allegedly Aggrieved Employees' claim for individual wages or damages, claims for
12 wrongful termination, discrimination, unemployment insurance, disability, social security,
13 workers' compensation, and PAGA claims outside of the PAGA Period.

14 6. As used herein, the "Released Parties" are: Defendant and Defendant's officers,
15 directors, employees, shareholders, and agents.

16 7. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
20 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
21 forth fully in the Agreement ("Plaintiff's Release").

22 8. A non-appearance compliance hearing is set for _____ at
23 _____, with the report from the Administrator to be filed no later than
24 _____.

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

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27 Dated: _____

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FINAL APPROVAL ORDER AND JUDGMENT

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HON. HAROLD W. HOPP
JUDGE, SUPERIOR COURT OF CALIFORNIA

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: 07/02/2024
Due On: 08/01/2024

Eric Harrold
41528 Riesling Ct
Temecula, CA 92591

CA2787

Spartan Education Group LLC

Services

Type	Date	Notes	Quantity	Rate	Total
Service	10/22/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal courts. Analyze Defendant's business operations. Conference with Plaintiff to discuss.	3.90	\$850.00	\$3,315.00
Service	10/23/2022	Review and analyze emails and documents form Plaintiff regarding workplace discrimination and retaliation claims. Legal research regarding the same. Analyze off the clock work tasks - research recent court opinions.	4.10	\$850.00	\$3,485.00
Service	10/24/2022	Review entire employment file for legal claims. Analyze pay stubs for 226(a) claims and overtime violations. Legal research regarding the same. Conference with Plaintiff to discuss background facts for complaint.	4.50	\$850.00	\$3,825.00
Service	10/25/2022	Draft original complaint.	4.60	\$850.00	\$3,910.00
Service	10/26/2022	Draft complaint. Conference with Plaintiff to discuss claims and whistleblower laws for current employees who file lawsuits. Legal research.	4.40	\$850.00	\$3,740.00
Service	10/28/2022	Draft internal case notes memo detailing facts and potential claims.	2.00	\$850.00	\$1,700.00
Service	11/01/2022	Review and analyze documents and complaint. Draft PAGA Notice. Upload to LWDA website.	2.00	\$850.00	\$1,700.00
Service	12/29/2022	Correspondence with RE, NJD and JSH re: Case	0.90	\$675.00	\$607.50

Initiation. Ensured hearing dates are on calendar.					
Service	01/16/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	01/16/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
Service	01/18/2023	Review & edit class action complaint draft; finalize draft for next day filing	2.20	\$675.00	\$1,485.00
Service	01/19/2023	Draft summons, civil case cover sheet & certificate of counsel re class action; review file re info necessary for cert. of counsel	0.60	\$675.00	\$405.00
Service	01/19/2023	Review & finalize class action complaint draft package; file in Riverside Sup. Ct.	0.70	\$675.00	\$472.50
Service	01/19/2023	Draft PAGA only representative action complaint	3.75	\$675.00	\$2,531.25
Service	01/19/2023	Draft summons, civil case cover sheet & certificate of counsel re paga action	0.40	\$675.00	\$270.00
Service	01/19/2023	Review PAGA only complaint package; finalize & file in Riverside Sup. Ct.	0.60	\$675.00	\$405.00
Service	01/19/2023	Review and analyze PAGA Notice. Review and revise PAGA only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	01/24/2023	Review court returned documents; review notice of CMC and notice of assignment; memo to firm re judicial/departement assignment and status of initial CMC re paga action	0.50	\$675.00	\$337.50
Service	01/24/2023	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	01/24/2023	Review/analyze complaint and docs in file	1.00	\$750.00	\$750.00
Service	01/24/2023	Reviewed case file, communications and orders and updated hearing calendar.	0.40	\$675.00	\$270.00
Service	01/25/2023	Further analyze docs in file; create exhibit book and update case notes	0.60	\$750.00	\$450.00
Service	01/25/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial CMC re class action	0.50	\$675.00	\$337.50
Service	02/01/2023	Review/analyze initial CMO; advise team	0.40	\$750.00	\$300.00
Service	02/04/2023	Prepare initial documents for service of process re class action; send out for service via Knox	0.75	\$675.00	\$506.25
Service	02/04/2023	Prepare initial documents for service of process re paga action; send out for service via Knox	0.75	\$675.00	\$506.25
Service	02/09/2023	Review file; review/respond to correspondence from	0.40	\$750.00	\$300.00

		defense counsel; advise team			
Service	02/10/2023	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/10/2023	File Proof of Service of Summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	02/14/2023	Review complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	02/20/2023	Discussed Set 1 Discovery with HD and JSH through correspondence.	0.40	\$675.00	\$270.00
Service	02/27/2023	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
Service	03/01/2023	Reviewed case docket, file, calendar and ensured hearing was calendared and assigned.	0.30	\$675.00	\$202.50
Service	03/10/2023	Review and revise draft CMC stmt; advise SP	0.40	\$750.00	\$300.00
Service	03/10/2023	Reviewed case notes, pleadings, correspondence, orders and discovery. Drafted, revised and finalized Case management statement. Arranged for service and filing of PAGA CMC statement. Sent correspondence to Opposing Counsel re: meet and confer obligations in Class matter.	2.40	\$675.00	\$1,620.00
Service	03/15/2023	Review and analyze suitable seating and sick pay violations. Legal research regarding recent court opinions. Conference with Plaintiff to discuss and provide status update.	3.10	\$850.00	\$2,635.00
Service	03/17/2023	Discuss with SP re meet and confer with defendant	0.30	\$750.00	\$225.00
Service	03/17/2023	Met and conferred with Counsel. Sent follow up email.	1.60	\$675.00	\$1,080.00
Service	03/20/2023	Review Defendant's proposed revisions to joint statement; advise SP	0.40	\$750.00	\$300.00
Service	03/20/2023	Reviewed, revised, met and conferred with Counsel, and finalized Joint Status Conference Statement, Arranged for service and filing. Correspondence with opposing counsel Re: E service agreement.	2.90	\$675.00	\$1,957.50
Service	03/27/2023	Prepared and logged in for Status Conference. Checked register of actions. Communicated with opposing counsel. Updated Case file. Discussed with team.	2.10	\$675.00	\$1,417.50
Service	04/11/2023	Draft Discovery: Reviewed file and pertinent documents in order to draft and revise initial discovery; began reviewing Plaintiff's initial discovery to Defendant	2.20	\$450.00	\$990.00
Service	04/24/2023	Review exhibit book and case notes; draft/revise written discovery requests and pmk depo notice to defendant; advise team	2.50	\$750.00	\$1,875.00
Service	05/09/2023	Draft Case Management Statement: Reviewed and	1.00	\$450.00	\$450.00

		analyzed file and pertinent documents to draft joint case management statement; began drafting joint case management statement.			
Service	05/10/2023	Correspondence with Opposing Counsel: Meet and confer telephone call with opposing counsel re case status for CMC; planned and prepared for meet and confer call with opposing counsel; Drafted Joint CMC statement for class matter; Drafted Joint CMC statement for PAGA matter; Email to opposing counsel re withdrawal of discovery and joint CMC statement.	3.30	\$450.00	\$1,485.00
Service	05/10/2023	Reviewed case file, orders, discovery and pleadings. Met and conferred with counsel re Joint statement and potential mediation. Sent follow up mail. Discussed with AJB and TM.	1.90	\$675.00	\$1,282.50
Service	05/10/2023	Multiple correspondence with defense counsel re discovery; review case management orders and advise team; discuss with SP	0.50	\$750.00	\$375.00
Service	05/10/2023	Review draft joint report; discuss with SP meet and confer	0.40	\$750.00	\$300.00
Service	05/11/2023	Review Defendant's proposed revisions to joint report	0.30	\$750.00	\$225.00
Service	05/11/2023	Draft Case Management Statement: Finalized and signed Joint stipulation; emails to and from opposing counsel re joint stipulation.	0.90	\$450.00	\$405.00
Service	05/17/2023	Review and Analyze: Planned and prepared for upcoming case management conference	0.50	\$450.00	\$225.00
Service	05/18/2023	Discuss with TM re CMC; advise	0.40	\$750.00	\$300.00
Service	05/18/2023	Draft Case Management Statement: Planned and prepared for CMC; attended CMC.	1.10	\$450.00	\$495.00
Service	06/07/2023	Review correspondence and file; f/u with defense counsel re proposed mediators	0.30	\$750.00	\$225.00
Service	06/12/2023	Reviewed correspondence, complaint, case notes and Joint statements. Drafted Mediation initiation documents including case summary, caption and service page. Sent information to Mediation Administrator.	1.10	\$675.00	\$742.50
Service	06/14/2023	Review file; draft/revise stip to stay pending mediation; circulate to defendant for review	0.70	\$750.00	\$525.00
Service	06/26/2023	Review file; correspondence with defense counsel re mediation and proposed stay	0.30	\$750.00	\$225.00
Service	06/27/2023	Review correspondence, orders and prior Joint statements. Drafted Joint statement in anticipation of cmc. Send to JSH. Discussed with JSH. Revised and sent to Defendant.	2.80	\$675.00	\$1,890.00

Service	06/28/2023	Call with defense counsel re stip to amend and joint report; advise team	0.50	\$750.00	\$375.00
Service	06/28/2023	Reviewed Class and PAGA complaint, case notes, documents and correspondence. Drafted Mediation Data Request and sent to AJB for approval.	1.90	\$675.00	\$1,282.50
Service	06/28/2023	Reviewed and revised Joint Case Management Conference statement. Finalized and sent to Counsel for final approval. Arranged for filing.	1.20	\$675.00	\$810.00
Service	06/29/2023	Revised and finalized Mediation Data Request and served on Defendant.	0.90	\$675.00	\$607.50
Service	07/05/2023	Review and research court case docket to confirm 07/6/2023 CMC and OSC why case should not be consolidated for all purposes except trial is still on calendar. Check for tentative ruling in preparation for the hearing. Email correspondence to appearing attorney to advise.	0.20	\$250.00	\$50.00
Service	07/06/2023	Prepared and appeared for Status Conference. Updated team and case file with result of hearing. Reviewed case notes, Class Complaint, PAGA complaint and discovery. Drafted First Amended Class and Representative Action Complaint. Reviewed and Revised Joint Stipulation to file FAC. Sent Stipulation and FAC to Counsel for review and approval.	3.70	\$675.00	\$2,497.50
Service	07/06/2023	Discuss with SP re CMC	0.30	\$750.00	\$225.00
Service	07/25/2023	Multiple correspondence with defense counsel re mediation data; advise SP	0.50	\$750.00	\$375.00
Service	08/07/2023	Review and analyze data produced for mediation purposes. Analyze court docket and discovery to date. Prepare for mediation.	4.50	\$850.00	\$3,825.00
Service	08/10/2023	Review pay stub exemplars for wage statement and regular rate claims. Conference with Plaintiff to discuss pay codes and facts for mediation brief. Legal research for regular rate exclusions from overtime and meal break premium pay.	4.10	\$850.00	\$3,485.00
Service	08/14/2023	Research previous settlement with similar claims and workweeks for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	08/17/2023	Review documents, facts, and law. Draft mediation brief. Analyze Defendant's wage and hour policy documents.	6.80	\$850.00	\$5,780.00
Service	08/21/2023	Analyze meal and rest break claims. Research class certification issues and recent denials and grants of class certification for meal break claims. Call with Plaintiff to discuss settlement authority.	3.10	\$850.00	\$2,635.00
Service	08/25/2023	Reviewed documents, exhibit book, mediation folder and correspondence. Sent follow up email to Opp	0.80	\$675.00	\$540.00

Counsel re: receipt of Mediation Data.					
Service	08/28/2023	Review mediation data correspondence from defense counsel; update file	0.40	\$750.00	\$300.00
Service	08/28/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	08/28/2023	Analyze vacation pay and 2802 reimbursement claims. Legal research.	2.10	\$850.00	\$1,785.00
Service	08/29/2023	Review/analyze Defendant's mediation doc production; circulate and advise team; update file	1.50	\$750.00	\$1,125.00
Service	08/29/2023	Reviewed documents and correspondence. Communication with expert Re: Mediation Data.	0.70	\$675.00	\$472.50
Service	08/29/2023	Research resignation issue. Analyze Plaintiff's individual damages and claims. Draft mediation brief.	5.10	\$850.00	\$4,335.00
Service	08/30/2023	Meet and confer call with defense counsel re mediation data	0.40	\$750.00	\$300.00
Service	08/30/2023	Met and conferred with counsel re data. Discussed with JSH and AJB. Follow up call with Counsel re: mediation. Reviewed case and created mediation Data Document. Reviewed documents. Updated exhibit book. Called client and updated case notes.	5.70	\$675.00	\$3,847.50
Service	08/31/2023	Review/analyze Defendant's mediation doc/data production; update file	1.00	\$750.00	\$750.00
Service	09/01/2023	Corresponded with Expert and reviewed expert analysis. Downloaded and save to file. Correspondence with AJB	0.60	\$675.00	\$405.00
Service	09/05/2023	Review/analyze mediation damages analysis from expert; further review documents and update exhibit book; advise SP	1.50	\$750.00	\$1,125.00
Service	09/05/2023	Calculate individual damages, add to case notes, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/05/2023	Review docs re settlement issues.	2.25	\$995.00	\$2,238.75
Service	09/05/2023	Correspondence with AJB and JSH re: Mediation, Exhibit Book and Documents. Reviewed and revised Mediation information per AJB.	1.90	\$675.00	\$1,282.50
Service	09/06/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/06/2023	Review expert damage and penalty report and notes and assumptions. Analyze all exhibits to mediation brief. Prepare for mediation.	2.90	\$850.00	\$2,465.00
Service	09/07/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00

Service	09/07/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	09/07/2023	Reveiwed Mediation Brief, case notes, pleadings, and MOU. Correspondence with team.	1.80	\$675.00	\$1,215.00
Service	09/08/2023	Review/analyze Defendant's proposed revisions to draft MOU: discuss with AJB	0.40	\$750.00	\$300.00
Service	09/08/2023	Review/analyze Defendant's draft shortform agreement; discuss with KN	0.50	\$750.00	\$375.00
Service	09/08/2023	Review accepted proposal and terms; analysis of issues; review draft MOU and draft individual term sheet; provide input	1.00	\$950.00	\$950.00
Service	09/08/2023	Review status of settlement. Follow up w/ Defendant. Analyze resignation law.	2.00	\$895.00	\$1,790.00
Service	09/10/2023	Review/analyze Defendant's revisions to MOU	0.40	\$750.00	\$300.00
Service	09/12/2023	Review Defendant propose revisions to MOU	0.40	\$750.00	\$300.00
Service	09/25/2023	Review proposed revisions to MOU; discuss with AJB	0.40	\$750.00	\$300.00
Service	09/27/2023	Review/analyze Defendant's proposed revisions to MOU and severance agreement; discuss with team	0.50	\$750.00	\$375.00
Service	09/28/2023	Review additional revision by Defendant to MOU	0.30	\$750.00	\$225.00
Service	10/04/2023	Review argument, analyze final.	2.50	\$995.00	\$2,487.50
Service	10/04/2023	Review mediation notes. Review and analyze MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms and process of settlement approval.	1.40	\$850.00	\$1,190.00
Service	10/17/2023	Reviewed an revised exhibit book. Reviewed documents and organized. Correspondence with JSH.	1.30	\$675.00	\$877.50
Service	10/23/2023	Review MOU, analyze re long form terms.	2.50	\$995.00	\$2,487.50
Service	10/26/2023	Further review/analyze complaint and MOU: draft longform agreement; discuss with KN; send requests for administrative bids	3.50	\$750.00	\$2,625.00
Service	10/27/2023	Draft Stipulation and Proposed Order for Leave to File First Amended Class and Representative Action Complaint. Forward to Attorney Moran for review and finalization.	1.00	\$250.00	\$250.00
Service	10/30/2023	Review and Revise: Reviewed and revised Stipulation to amend class action and add PAGA claims; Advised JH re stipulation to amend.	0.50	\$450.00	\$225.00
Service	10/31/2023	Reviewed MOU, correspondence, case notes and individual settlement agreement. Drafted Joint Status Report and sent to Counsel. Drafted First Amended Class and Representative Action Complaint. Reviewed	3.70	\$675.00	\$2,497.50

Stipulation to File FAC. Sent to Counsel.					
Service	10/31/2023	Review/revise draft FAC; advise SP	0.50	\$750.00	\$375.00
Service	11/01/2023	Review Defendant's proposed revisions to draft joint report; advise SP	0.30	\$750.00	\$225.00
Service	11/01/2023	Execute and finalize Proof of Service. Process and submit the Joint Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/01/2023	Reviewed revisions to joint report. Revised and finalized joint report. arranged for service and filing of joint report.	1.70	\$675.00	\$1,147.50
Service	11/02/2023	Review the case docket to verify Case Management and OSC re consolidation hearing is still on calendar for 11/08/2023. Obtain remote appearance information. Forward to appearing attorney.	0.30	\$250.00	\$75.00
Service	11/03/2023	Planned and prepared for upcoming Case Management Conference/OSC hearing re Consolidation.	0.60	\$450.00	\$270.00
Service	11/07/2023	Planned and prepared for upcoming OSC and CMC hearings.	0.80	\$450.00	\$360.00
Service	11/08/2023	Final preparation for OSC re consolidation and Case Management Conference; Attended OSC re hearing and Case Management Conference; advised firm re status following hearings.	2.10	\$450.00	\$945.00
Service	11/08/2023	Discuss with TM re CMC; f/u correspondence with defense counsel re draft longform agreement	0.40	\$750.00	\$300.00
Service	11/14/2023	F/u correspondence with defense counsel re longform agreement and issuance of severance payment	0.40	\$750.00	\$300.00
Service	11/17/2023	F/u correspondence with defense counsel re longform agreement	0.20	\$750.00	\$150.00
Service	11/27/2023	Review Def revisions to stip to file FAC; advise team re filing	0.30	\$750.00	\$225.00
Service	11/27/2023	Execute and finalize Proof of Service. Process and submit The Joint Stipulation for Leave to File FAC to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/27/2023	Revised, finalized and arranged for service and filing of the Parties Joint Stipulation to file First Amended Class and Representative action complaint.	1.80	\$675.00	\$1,215.00
Service	11/28/2023	Review file; f/u correspondence with Defense counsel re revisions to longform.	0.30	\$750.00	\$225.00
Service	12/01/2023	Download and obtain signed Order granting leave to file First Amended Complaint. Upload and save to the electronic file. Email Attorneys and staff and advise.	0.30	\$250.00	\$75.00

Service	12/07/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's First Amended Class and Representative Action Complaint to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	12/07/2023	Reviewed Order granting leave to file FAC. Reviewed revised and finalized the First Amended complaint. Arranged for service and filing.	0.90	\$675.00	\$607.50
Service	12/13/2023	Review/analyze Defendant's proposed revisions to longform; discuss with KN	0.70	\$750.00	\$525.00
Service	12/13/2023	Review memo from JH; research issues and analysis of Riverside requirements in guidelines and CMO; advise JH	1.00	\$950.00	\$950.00
Service	12/18/2023	Review emails and status; advise JH	0.50	\$950.00	\$475.00
Service	12/20/2023	Draft Stipulation and Proposed Order to Continue Plaintiff's Motion for Preliminary Approval	1.00	\$250.00	\$250.00
Service	12/21/2023	Edit and revise Stipulation to Continue Plaintiff's Motion for Preliminary Approval Hearing.	0.30	\$250.00	\$75.00
Service	12/26/2023	Review CMO and guidelines; compare to revised agreement and discuss with KN	0.50	\$750.00	\$375.00
Service	12/26/2023	Review email from JH re issues with CMO and agreement	0.50	\$950.00	\$475.00
Service	12/27/2023	F/u correspondence with defense counsel re stipulation	0.30	\$750.00	\$225.00
Service	12/28/2023	Review Defendant's revisions to stip to continue MPA; discuss with KN	0.40	\$750.00	\$300.00
Service	01/09/2024	Reviewed file and court docket in preparation for drafting CMC statement;	0.70	\$450.00	\$315.00
Service	01/10/2024	Drafted Joint CMC Statement for upcoming CMC; Drafted Request for Dismissal, without prejudice; advised HD re service and filing of Request for Dismissal; Email to OPC re Joint CMC statement.	1.50	\$450.00	\$675.00
Service	01/10/2024	Discuss FAC with TM; advise re dismissal of separate PAGA action; revise joint report accordingly	0.50	\$750.00	\$375.00
Service	01/10/2024	Execute and finalize Proof of Service. Process and submit Request For Dismissal as to the PAGA Matter to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	01/11/2024	Email to and from OPC re joint CMC statement.	0.40	\$450.00	\$180.00
Service	01/11/2024	F/u discussions with KN re longform	0.50	\$750.00	\$375.00
Service	01/11/2024	Review Order continuing MPA; circulate and advise team	0.30	\$750.00	\$225.00
Service	01/11/2024	Reviewed Court's Order re stipulation to continued	0.20	\$450.00	\$90.00

		motion hearing.			
Service	01/11/2024	Telephone call with OPC re Joint CMC Statement.	0.20	\$450.00	\$90.00
Service	01/11/2024	Review court's docket and one legal re status of stip to continue MPA; download conformed copy, DSC	0.40	\$250.00	\$100.00
Service	01/12/2024	Email from OPC re upcoming CMC; Reviewed Court docket to confirm vacated CMC.	0.40	\$450.00	\$180.00
Service	01/15/2024	Review revisions to Agreement; review guidelines; address issues from JH	1.00	\$950.00	\$950.00
Service	01/16/2024	Further revise longform based on discussion with KN; circulate to defense counsel for review	1.00	\$750.00	\$750.00
Service	01/22/2024	draft exhibits to Agreement; review Court requirements and CMO; email instructions to JH; email draft exhibits to Def with explanation.	4.30	\$950.00	\$4,085.00
Service	01/23/2024	Review further revisions to Agreement from Def; memo to Def re changes; advise JH	1.00	\$950.00	\$950.00
Service	01/23/2024	Draft motion for preliminary approval; review requirements and exhibits for use in motion; analysis of Kullar issues; email Defendant; review final revisions to the Agreement and Defendant's emails; advise JH	4.00	\$950.00	\$3,800.00
Service	01/23/2024	Draft Joint Stipulation to Continue the Motion for Preliminary Approval. Forward to Attorney Herman for review and finalization.	0.50	\$250.00	\$125.00
Service	01/24/2024	Draft declaration ISO motion; review exhibits and requirements	3.50	\$950.00	\$3,325.00
Service	01/24/2024	Review settlement agreement and exhibits for conformity with MOU terms. Send to Plaintiff for signature. Conference with Plaintiff to discuss timing of payment and terms of settlement.	1.30	\$850.00	\$1,105.00
Service	01/25/2024	Review/analyze Defendant's revisions to longform exhibits	0.40	\$750.00	\$300.00
Service	01/25/2024	Review revisions to the exhibits from Defendant; research issues per court requirements; respond to Defendant; review and revise exhibits	2.50	\$950.00	\$2,375.00
Service	01/25/2024	Revise exhibits for final; prepare signed agreement with exhibits; email Def	1.80	\$950.00	\$1,710.00
Service	01/25/2024	Review and revise motion; work on declarations; prepare motion for filing; file and serve motion; serve LWDA	4.50	\$950.00	\$4,275.00
Service	01/28/2024	Review file; draft declaration of Eric Harrold re service award request/preliminary approval motion; email to plaintiff re draft declaration	2.50	\$675.00	\$1,687.50

Service	01/29/2024	Review court notice; work on issue; re-file motion	1.00	\$950.00	\$950.00
Service	02/08/2024	Prepare and file declaration ISO motion' download filed motion documents	0.75	\$950.00	\$712.50
Service	02/12/2024	Reviewed Court's notice of hearing.	0.20	\$450.00	\$90.00
Service	02/12/2024	Review notice; check docket; email Defendant; work on figuring out proper hearing date	0.50	\$950.00	\$475.00
Service	02/16/2024	Reviewed Court's notice of continued hearing.	0.20	\$450.00	\$90.00
Service	02/22/2024	Reviewed Court's CMO #1.	0.20	\$450.00	\$90.00
Service	02/22/2024	Review CMO; circulate to team and advise	0.30	\$750.00	\$225.00
Service	02/26/2024	Review/analyze Tentative on MPA; discuss with KN	0.40	\$750.00	\$300.00
Service	02/27/2024	Court appearance - motion for preliminary approval; prepare for hearing	1.50	\$950.00	\$1,425.00
Service	02/28/2024	Reviewed tentative ruling re preliminary approval.	0.20	\$450.00	\$90.00
Service	03/01/2024	Draft supplemental declaration; prepare revised proposed order; file and serve documents	1.50	\$950.00	\$1,425.00
Service	03/08/2024	Court appearance - prelim approval; prepare for hearing; respond to emails; review tentative	0.75	\$950.00	\$712.50
Service	03/12/2024	Review docket and status of Order; download Order; email counsel; memo to Admin	1.00	\$950.00	\$950.00
Service	04/05/2024	Reviewed third party admin's updated administration timeline.	0.20	\$450.00	\$90.00
Service	04/05/2024	Review proposed admin timely; cross-reference preliminary approval order	0.40	\$750.00	\$300.00
Service	04/15/2024	Email from third party admin re class notice; reviewed class notice for mailing.	0.30	\$450.00	\$135.00
Service	04/16/2024	Review formatted documents and Admin email; respond; provide documents for settlement website.	0.50	\$950.00	\$475.00
Service	04/17/2024	Reviewed and analyzed third party admin's preliminary calculations.	0.30	\$450.00	\$135.00
Service	05/07/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	05/08/2024	Review status and admin report	0.25	\$950.00	\$237.50
Service	06/07/2024	Review report from settlement admin.; circulate	0.20	\$750.00	\$150.00
Service	06/07/2024	Reviewed report from third party admin re mailed notices and responses.	0.20	\$450.00	\$90.00
Service	06/07/2024	Assess status of settlement process; discuss with KN re final approval and fee motion	0.40	\$750.00	\$300.00

Service	06/12/2024	Review and respond to class member inquiries regarding settlement.	0.90	\$850.00	\$765.00
Service	06/13/2024	Reviewed third party admin's status report re mailed notices.	0.20	\$450.00	\$90.00
Service	06/17/2024	Review preliminary approval order; further revise longform agreement; assess administrative reports re opt-outs; discuss final approval with KN and NBB; review billing and costs entries for loadstar analysis; draft MFA/Fee notice of motion and supporting memorandum; circulate to KN for review	4.00	\$750.00	\$3,000.00
Service	06/20/2024	Review and revise motion for final approval; update proposed order; email Defendant; memo to staff	2.80	\$950.00	\$2,660.00
Service	06/20/2024	Review KN revisions to MFA/Fee brief; draft supporting declaration; circulate to KN for review	2.00	\$750.00	\$1,500.00
Service	06/25/2024	Review final Admin report and draft decl in support of MFA/Fee motion	0.50	\$750.00	\$375.00
Service	06/25/2024	Prepare and finalize Table of Contents and Table of Authorities for Motion for Final Approval and Fees.	1.00	\$250.00	\$250.00
Service	06/29/2024	Review and respond to class member inquiries regarding settlement.	0.80	\$850.00	\$680.00
Service	07/02/2024	Review/analyze Defendant's proposed revision to MFA	0.30	\$750.00	\$225.00
Service	07/02/2024	Review issues raised by Defendant; review revision to proposed order; research issues and genesis of language; email response to Defendant	1.00	\$950.00	\$950.00
Service	07/03/2024	review and revise declaration ISO motion; review final billing; prepare exhibits and finalize declaration	1.50	\$950.00	\$1,425.00
Service	07/03/2024	review and revise motion for final approval; prepare motion for filing; file and serve motion; serve LWDA; finalize proposed order	2.00	\$950.00	\$1,900.00
Services Subtotal				\$203,175.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	11/01/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/24/2023	Onelegal/court fees	1.00	\$1,510.02	\$1,510.02
Expense	01/25/2023	Onelegal/court fees	1.00	\$1,510.02	\$1,510.02
Expense	02/10/2023	Onelegal/court fees	1.00	\$41.44	\$41.44
Expense	02/10/2023	Onelegal/court fees	1.00	\$41.44	\$41.44

Expense	02/10/2023	Onelegal/court fees	1.00	\$17.24	\$17.24
Expense	02/10/2023	Onelegal/court fees	1.00	\$17.24	\$17.24
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$115.35	\$115.35
Expense	02/28/2023	KNOX filing and messenger service.	1.00	\$63.75	\$63.75
Expense	03/13/2023	filing via One Legal	1.00	\$17.24	\$17.24
Expense	03/20/2023	court filing via One Legal	1.00	\$17.24	\$17.24
Expense	03/24/2023	One Legal Invoice No. 04856931	1.00	\$17.24	\$17.24
Expense	03/24/2023	One Legal Invoice No. 04856984	1.00	\$17.24	\$17.24
Expense	05/11/2023	One Legal Invoice No. 04984407	1.00	\$17.24	\$17.24
Expense	05/11/2023	One Legal Invoice No. 04984140 (Class)	1.00	\$17.24	\$17.24
Expense	06/19/2023	Mediation fees - Marlin.	1.00	\$9,000.00	\$9,000.00
Expense	06/30/2023	Filing via One Legal	1.00	\$13.33	\$13.33
Expense	09/01/2023	Lexis Nexis	1.00	\$2,004.00	\$2,004.00
Expense	09/12/2023	Expert Fees - Berger Consulting Group.	1.00	\$7,650.00	\$7,650.00
Expense	11/03/2023	One Legal Invoice No.	1.00	\$17.24	\$17.24
Expense	11/27/2023	One Legal Invoice No. 05523008	1.00	\$37.83	\$37.83
Expense	11/28/2023	One Legal Invoice No. 05530213	1.00	\$61.77	\$61.77
Expense	12/07/2023	One Legal Invoice No. 05556935	1.00	\$20.33	\$20.33
Expense	12/28/2023	One Legal Invoice No. 05608191	1.00	\$37.83	\$37.83
Expense	01/02/2024	LexisNexis	1.00	\$281.00	\$281.00
Expense	01/10/2024	One Legal Invoice No. 05637394	1.00	\$19.30	\$19.30
Expense	01/30/2024	One legal filing charge	1.00	\$15.39	\$15.39
Expense	02/05/2024	LexisNexis	1.00	\$198.00	\$198.00
Expense	02/07/2024	Filing fee - motion	1.00	\$81.07	\$81.07
Expense	02/09/2024	One Legal filing charge	1.00	\$19.30	\$19.30
Expense	03/01/2024	One legal filing charge	1.00	\$19.30	\$19.30
Expense	03/04/2024	LexisNexis	1.00	\$198.00	\$198.00
Expense	04/01/2024	LexisNexis	1.00	\$376.00	\$376.00
Expense	05/01/2024	LexisNexis	1.00	\$396.00	\$396.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$4.00	\$4.00

Expense	05/15/2024	One Legal eService fee.	1.00	\$3.00	\$3.00
Expense	05/15/2024	One Legal eService fee.	1.00	\$8.00	\$8.00
Expense	06/03/2024	Lexis Nexis	1.00	\$330.00	\$330.00
Expense	07/02/2024	Filing fee - motion for final approval	1.00	\$60.00	\$60.00
Expenses Subtotal				\$24,345.63	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	12.0	\$895.00	\$10,740.00
Norm Blumenthal	7.25	\$995.00	\$7,213.75
Scott Blumenthal	21.8	\$450.00	\$9,810.00
Nicholas De Blouw	66.4	\$850.00	\$56,440.00
Ricardo Ehmann	17.65	\$675.00	\$11,913.75
Jeffrey Herman	36.9	\$750.00	\$27,675.00
Trevor Moran	18.6	\$450.00	\$8,370.00
Kyle Nordrehaug	40.65	\$950.00	\$38,617.50
Sergio Puche	45.4	\$675.00	\$30,645.00
Heather Drosi	6.6	\$250.00	\$1,650.00
Adolfo Sanchez Contreras	0.4	\$250.00	\$100.00
Subtotal			\$227,520.63
Total			\$227,520.63

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	08/01/2024	\$227,520.63	\$0.00	\$227,520.63
Outstanding Balance				\$227,520.63
Total Amount Outstanding				\$227,520.63

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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			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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

ERIC HARROLD, an individual, on behalf of)
himself, and on behalf of all persons similarly)
situated,

Plaintiffs,

v.

SPARTAN EDUCATION GROUP, LLC, a
Limited Liability Corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. CVRI2300320

**DECLARATION OF ERIC HARROLD
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT**

Hearing Date: February 27, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Action Filed: January 19, 2023

Trial Date: Not set

1 I, Eric Harrold, 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
4 Approval of Class Settlement and in support of my application for a Class Representative
5 Service Payment.
6

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

9 3. I have worked as an Aviation Maintenance Technician for Defendant Spartan Education
10 Group, LLC ("Spartan") in California since February of 2022 and during that time period I have
11 been classified by Spartan as a non-exempt employee.
12

13 4. I retained my attorneys who are experienced in both class action and PAGA
14 representative action litigation and claims against employers for violations of the California
15 Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the
16 Court. I am not aware of having any actual or potential conflicts of interest with another class
17 member in this case nor am I aware of having any actual or potential conflicts of interest with
18 Apex Class Action Administration, the settlement administrator. I am not aware of any other
19 pending matter or action asserting claims that will be extinguished or adversely affected by this
20 settlement.
21

22 5. I decided to pursue this class action lawsuit and be a plaintiff/class representative
23 because I felt that my legal rights as an employee and others like me were violated. For example,
24 due in part to my heavy work demands, I sometimes did not receive compliant meal and rest
25 breaks which were late, interrupted or missed entirely. From time to time I also had to work
26 during what should have been my off duty meal and rest breaks but was not paid any minimum
27

1 or overtime wages for this time I worked. I also had to use my personal cell phone for work-
2 related purposes such as scheduling but was not reimbursed for the costs I incurred for using my
3 cell phone for work-related issues.

4 6. I spoke to my attorneys several times and discussed how Spartan implemented
5 its company policies and procedures. I also assisted my attorneys in their investigation into my
6 claims by providing them documents and answering their questions. I reviewed the complaint
7 before it was filed and after it was filed I was given access to an electronic file sharing program
8 that alerted me via email when important documents were filed so that I could review them and
9 keep up with the developments in the case which I understood was one of my duties as a class
10 representative. I would also contact my attorneys from time to time if I had any questions about
11 the case.
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
21 was seeking damages not only for myself but also other current and/or former non-exempt
22 employees working for Spartan in California who make up the class. I felt that these individuals
23 were not aware of their labor law rights and even if they were they would probably be
24 apprehensive about speaking up or even simply because of the time, effort and risk involved in
25 filing a class action lawsuit.
26

9. I understood that being a part of this lawsuit involved risks. For example, my attorneys explained to me that if the case went to trial and we lost, I could be held responsible to pay for all or part of the attorney fees and costs paid by Spartan to defend this lawsuit. In addition, I filed this lawsuit while still employed by Spartan and still work for the company. It has been stressful for me to be involved in this lawsuit while still being a current employee. Also, I know there was a risk that future employers, if they ever find out about this lawsuit, could hold it against me or downgrade me as a potential hire. As the only named Plaintiff in this case it would not be difficult for a future employer to become aware that I sued my employer for labor law violations. Ultimately I decided these risks were worth it and decided to fight for my rights and the rights of others regardless of the risks, time and effort I spent on this case.

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

11. A mediation took place on September 7, 2023 with Louis Marlin, a well-respected and experienced mediator of wage and hour class actions. After the mediation the parties were able to reach an agreement to settle the action based on a mediator's proposal. I communicated with my attorneys regarding the terms of the settlement which was reached between the parties and understood that I was representing absent class members and therefore wanted the best possible result to be obtained for the class members and I believe a very positive result was in fact achieved via settlement. I reviewed and signed the Memorandum of Understanding on October 4, 2023 and when the final settlement papers were ready, I closely reviewed the Settlement Agreement which I signed on January 25, 2024.

12. I have been actively involved with this lawsuit performing the duties described above.

1 Although I did not keep time records, I was in regular contact with my attorneys, reviewed court
2 filings, and spent a significant amount of time on the issues presented during the lawsuit and in
3 the settlement process. I estimate that I spent approximately 30 hours working on this case up
4 until this point. I believe I have been diligent and have done what is expected of a named
5 plaintiff and a proposed class representative to date, and will continue to do so. I have and
6 always will maintain the best interest of the class members.
7

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

14 14. I believe I did the right thing by filing this case on behalf of the class members who,
15 subject to court approval, are in line to receive monetary payments as a result of this case and
16 settlement. This is money they may never have ever gotten if I did not pursue this action on their
17 behalf. I feel significant personal satisfaction to know that I played a role in the class members
18 being entitled to monetary payments as a result of the filing of this lawsuit. I also believe that
19 the requested Class Representative Service Payment of \$15,000 from the settlement is fair
20 compensation for the work I performed and the risks I undertook.
21

22 15. As part of the settlement it was necessary for me to sign a general release of all claims I
23 may have against Spartan. I believe the Class Representative Service Payment I have requested
24 provides me with some compensation for this agreed release.
25

26 16. In light of all the time and effort I have spent on this case, the risk I undertook by
27 suing a current employer, the exposure to being responsible for paying Spartan's costs in the
28

1 event we did not win the case, the reputational risk that future employers may hold this lawsuit
2 against me, the general release and in light of the size of the settlement, I believe the request for
3 \$15,000 as a Class Representative service payment is fair and reasonable.

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

6 Executed on Jan 28, 2024, at Temecula, Ca.
7 (city, state)

8 
9 Eric Harrold (Jan 28, 2024 17:51 PST)
10 Eric Harrold