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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**IN AND FOR THE COUNTY OF RIVERSIDE**

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

Plaintiffs,

vs.

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

Defendants.

CASE No. **CVRI2300320**

**DECLARATION OF KYLE**  
**NORDREHAUG 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, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,  
3 counsel of record for Plaintiff Eric Harrold (“Plaintiff”) in this matter. As such, I am fully familiar  
4 with the facts, pleadings and history of this matter. The following facts are within my own personal  
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for  
7 preliminary approval of the proposed class action settlement with Defendant Spartan Education  
8 Group, LLC (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the  
9 proposed settlement of this class action with Defendant; (2) for settlement purposes only,  
10 conditionally certifying the following Class: “all individuals who were employed by Defendant in  
11 California and classified as a non-exempt employee at any time during the Class Period, excluding  
12 those employees who signed severance agreements”, which is January 19, 2019 through January 5,  
13 2024; (3) provisionally appointing Plaintiff as the representatives of the Class; (4) provisionally  
14 appointing Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw,  
15 Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De  
16 Blouw LLP as Class Counsel for the Class; (5) approving the form and method for providing class-  
17 wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing  
18 Apex Class Action Administration as Administrator, and (8) scheduling a final approval hearing for  
19 the proposed date of July 30, 2024 to consider Plaintiff’s motion for final approval of the settlement  
20 and for approval of attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy  
21 of the fully executed Class Action and PAGA Settlement Agreement (“Agreement”) along with  
22 exhibits thereto. The form of the Agreement is based upon the Los Angeles County Superior Court  
23 model form for a class and PAGA settlement. This Declaration incorporates by reference the  
24 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth  
25 in the Agreement.<sup>1</sup>

26 \_\_\_\_\_  
27 <sup>1</sup> Plaintiff has endeavored to comply with this Court’s CMO for Class Actions issued in other  
28 actions, however, there is some confusion in this case because there was no Class CMO, only a  
PAGA CMO issued.

1  
2 Fairness of Settlement

3           3.       As consideration for this Settlement, the Gross Settlement Amount is Four Hundred  
4 Thousand Dollars (\$400,000) (the “Gross Settlement Amount”) to be paid by Defendant, as set  
5 forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action  
6 between the Parties and will be made in full and final settlement of the Released Class Claims in  
7 exchange for the payments to Participating Class Members from the Net Settlement Amount, and  
8 includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) Class  
9 Representative Service Payments, and (d) the PAGA Penalties allocated to the LWDA and the  
10 Allegedly Aggrieved Employees. The Settlement is all-in with no reversion to Defendant and no  
11 need to submit a claim form. The following is a table of the key financial terms of the Settlement  
12 and the proposed deductions:

13           **\$400,000** (Gross Settlement Amount)

- 14                   - \$15,000 (Plaintiff’s proposed service award not to exceed amount)  
15                   - \$25,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)  
16                   - \$233,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)  
17                   - \$10,000 (PAGA Penalties)  
18                   - \$10,000 (Administration Expenses Payment - not to exceed amount)

19           **\$206,667** (Net Settlement Amount)

20           4.       **CMO ¶G(3)(a)(iv) - Relief to the Class** - The relief provided in the Settlement will  
21 benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiff  
22 or segments of the Class in any way. Payments to the Class Members are all determined under a  
23 neutral methodology. Each Participating Class Member will receive the same opportunity to  
24 participate in and receive payment through a neutral formula that is based upon the Workweeks for  
25 that individual. (Agreement at ¶ 3.2(e).)

26           5.       On September 7, 2023, the Parties participated in an all-day mediation session  
27 presided over by Louis Marlin, a respected and experienced mediator of wage and hour class  
28 actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and

1 employment data and other information regarding the Class Members, various internal documents,  
2 and other compensation and employment-related materials. Class Counsel analyzed the data with  
3 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to  
4 the mediator. The final settlement terms were negotiated and set forth in the Agreement now  
5 presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this  
6 Settlement is fair, reasonable and adequate.

7         **6.         CMO ¶G(3)(a)(ii) - Estimated Maximum Recovery / ¶G(3)(a)(i) - Class Size -**

8 Based upon 186 Class Members who collectively worked 12,821 Workweeks (Agreement at ¶4.1),  
9 the Gross Settlement Amount provides an average value of \$2,150 per Class Member and \$31 per  
10 Workweek and after deductions the Net Settlement Amount provides an average recovery of  
11 \$1,111.11 per Class Member and a recovery of \$16.11 per Workweek. This means that a Class  
12 Member who worked the entire Class Period (259 weeks) will have a net recovery of \$4,172, and a  
13 Class Member who worked only a single week in the Class Period will have a net recovery of  
14 \$16.11. Defendant verified the class size and workweek figures by email confirmation. The  
15 calculations to compensate for the amount due for the Class at the time of the mediation were  
16 calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at  
17 issue in this Action, Plaintiff used this expert to analyze the data and determine the potential unpaid  
18 wages for the employees. The maximum potential damages for off-the-clock work were calculated  
19 to be \$510,656 based on 1 hour per workweek with 71.8% of these unpaid OTC hours at the  
20 overtime rate, \$82,266 for alleged missed meal period damages based upon potential 8.9% violation  
21 rate observed in the time records for shifts and after deduction of meal period premiums actually  
22 paid by Defendant, \$131,306 for alleged missed rest period damages based upon the same 8.9%  
23 violation rate for all shifts, \$16,915 for alleged unreimbursed business expenses for personal cell  
24 phone usage at \$5 per month. Decl. Nordrehaug, ¶6. As a result, the total damage valuation was  
25 calculated that Defendant was subject to a maximum damage claim in the amount of \$741,142. As  
26 to potential statutory penalties, Plaintiffs calculated that potential waiting time penalties were a  
27  
28

1 maximum of \$590,250, and the potential wage statement penalties were a maximum of \$237,200.<sup>2</sup>  
2 The valuations and reductions in the realistic value of the claims are discussed more fully below.  
3 Defendant vigorously disputed Plaintiff's calculations and exposure theories. In light of these  
4 uncertainties, the Gross Settlement Amount of \$400,000 is fair and reasonable. This amount  
5 represents more than 50% of the maximum value of the alleged damages at issue in this case at the  
6 time this Settlement was negotiated.<sup>3</sup> In addition, the above maximum calculations should then be  
7 adjusted in consideration for both the risk of class certification and the risk of establishing class-  
8 wide liability on all claims. Given the amount of the settlement as compared to the potential value  
9 of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable..

10 a. **CMO ¶G(3)(a)(iii) - Estimated Realistic Recovery** - The above provides  
11 the estimate of the maximum recoveries on the class claims. The above maximum calculations  
12 should then be adjusted in consideration for both the risk of certification and the risk of establishing  
13 class-wide liability on all claims. The alleged unpaid wages due to alleged off-the-clock work  
14 presents a medium likelihood of certification (50%) because of the potential for variances between  
15 employees, and a medium likelihood of liability (50%) in light of the Defendant's argument that all  
16 work time was recorded. Using these risk ratios, the reasonable class recovery on this claim would  
17 be \$127,664. The meal period claim presents a medium likelihood of certification (50%) and a  
18 medium likelihood of liability (50%) in light of the 8.9% incidence of potential violations in the  
19 time records and Plaintiff's argument that there are issues with the Defendant's policies that instruct  
20 employees to take approved meal breaks. Using these risk ratios, the reasonable class recovery on  
21

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22 <sup>2</sup> While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and  
23 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses  
24 asserted by Defendants, including, a good faith dispute defense as to whether any wages were owed  
25 given Defendants' position that Plaintiff were properly compensated and classified. *See Nordstrom*  
26 *Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if  
the employer and employee have a good faith dispute as to whether and when the wages were  
due.").

27 <sup>3</sup> Because the PAGA claim is not a class claim and primarily is paid to the State of California,  
28 Plaintiffs have not included the PAGA claim in this discussion of the value of the class claims. The  
PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 this meal period claim would be \$20,566. The meal period claim presents the same a medium  
2 likelihood of certification (50%) and a low likelihood of liability (25%) because of the Defendant's  
3 defense that they have facially lawful policies that instruct employees to take the required rest  
4 breaks. Using these risk ratios, the reasonable class recovery on this rest period claim would be  
5 \$32,826. The expense reimbursement claim presents a high likelihood of certification (75%), but a  
6 medium likelihood of liability (50%) because of the Defendant's defense that personal cell phone  
7 usage was a not a required expense as such expense was merely convenient to the employee which  
8 is not recoverable. Using these risk ratios, the reasonable class recovery on this reimbursement  
9 claim would be \$6,343. The waiting time claim is entirely derivative of the above claims for failure  
10 to pay wages, and therefore bear the same risks, and also have the additional risk of Defendant's  
11 "good faith" defense, which I estimate would reduce the likelihood further by 50% for the good  
12 faith defense, leads to a reasonable realistic recovery on this waiting time claim of \$73,781. As to  
13 the wage statement claim, this claim is derivative and perhaps could only be recovered based upon a  
14 theory that the hours worked were not accurately stated. If we apply the risks from the reporting  
15 time claim, and then an additional 50% risk for the unique defenses to this claim which are lack of  
16 wilfulness and not intentional because of alleged lawful policies, leads to a reasonable class  
17 recovery on this wage statement claim of \$29,650. All combined, these realistic recoveries total  
18 \$290,830, which compares favorably to the amount of the settlement in this case, which is  
19 guaranteed and without delay and appeal.

#### 20 21 Procedural History of the Litigation

22 7. On November 1, 2022, Plaintiff filed with the LWDA and served on Defendant a  
23 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover  
24 civil penalties on behalf of Aggrieved Employees for various Labor Code violations ("PAGA  
25 Notice"). A true and correct copy of this PAGA Notice is attached hereto as Exhibit #3.

26 8. On January 19, 2023, Plaintiff filed a class action Complaint against Defendant in  
27 the Superior Court of the State of California, County of Riverside ("Class Action"). In the Class  
28 Action Complaint, Plaintiff asserted class claims against Defendant for: (1) unfair competition in

1 violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay overtime wages in violation  
2 of California Labor Code §§ 510, 1194 & 1198; (3) failure to pay minimum wages in violation of  
3 California Labor Code §§ 1194, 1197, and 1197.1; (4) failure to provide required meal periods in  
4 violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in  
5 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage  
6 statements in violation of California Labor Code § 226; (7) failure to reimburse employees for  
7 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when  
8 due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay  
9 wages in violation of California Labor Code §§ 201-204, 233, 246. On March 24, 2023, Defendant  
10 filed an Answer to Plaintiff's Class Action Complaint, asserting fifty (50) affirmative defenses. On  
11 January 19, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the  
12 "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against  
13 Defendant for Civil Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code  
14 §§ 201, 202, 203, 204, *et seq.*, 210, 218, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,  
15 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the  
16 applicable Wage Order(s). On March 24, 2023, Defendant filed an Answer to Plaintiff's PAGA  
17 Action Complaint, asserting fifty-four (54) affirmative defenses.

18 9. On December 7, 2023, Plaintiff filed a First Amended Complaint which added the  
19 claims and parties in the PAGA Action to this Action. The First Amended Complaint is the  
20 operative complaint in the Action (the "Operative Complaint").

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

1 prepare the valuation of the claims for the Class.

2 11. Class Counsel has extensive experience in litigating wage and hour class actions in  
3 California. The Parties have vigorously litigated the Action since inception. During the course of  
4 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and  
5 Defendant have engaged in substantial research and investigation in connection with the Action.  
6 Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action  
7 and utilized an expert to perform an analysis of the data and valuation of the claims.

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

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

1 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the  
2 Parties stipulate and agree that the requisites for establishing class certification with respect to the  
3 Class are satisfied.

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

15  
16 Settlement Terms and Plan of Allocation

17 15. The Gross Settlement Amount is Four Hundred Thousand Dollars (\$400,000).  
18 (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of the  
19 following elements: (1) payment of the Individual Class Payments to the Participating Class  
20 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)  
21 Administration Expenses Payment; (4) the Class Representative Service Payment to Plaintiff; and  
22 (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does not  
23 include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount  
24 shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

25 16. Within twenty-one (21) days of the Effective Date, Defendant shall deposit the Gross  
26 Settlement Amount with the Administrator. (Agreement at ¶ 4.3.) The distribution of Individual  
27 Class Payments to Participating Class Members along with the other Court-approved distributions  
28 shall be made by the Administrator within fourteen (14) days after Defendant funds the Gross

1 Settlement Amount. (Agreement at ¶ 5.1.)

2 17. The amount remaining in the Gross Settlement Amount after the deduction of  
3 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class  
4 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
5 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement  
6 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at  
7 ¶¶ 1.23, 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each  
8 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the  
9 total number of Workweeks worked by all Participating Class Members during the Class Period and  
10 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶  
11 3.2(e).) Workweeks will be based on Defendant's records, however, Class Members will have the  
12 right to challenge the number of Workweeks.

13 18. **CMO ¶G(7) and G(8) - Exclusions and Objections** - Class Members may choose  
14 to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5,  
15 Ex. A.) The Class Notice Packet will include an Exclusion Form and an Objection Form.  
16 (Agreement at ¶¶ 8.5(a), 8.7(b), Ex. A.) All Class Members who do not "opt out" will be deemed  
17 Participating Class Members who will be bound by the Settlement and will be entitled to receive an  
18 Individual Class Payment. (Agreement at ¶ 8.5(c).) All Allegedly Aggrieved Employees, including  
19 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and  
20 will remain subject to the release of the Released PAGA Claims regardless of any request for  
21 exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class  
22 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at  
23 ¶¶ 8.6 and 8.7, Ex. A.)

24 19. **CMO ¶G(3)(c)(i) - Uncashed Checks**- A Participating Class Member must cash his  
25 or her Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.)  
26 Any settlement checks not cashed within 180 days will be voided and any funds from such  
27 uncashed checks will be sent to the California Controller's Unclaimed Property Fund in the name of  
28 the Class Member thereby leaving no "unpaid residue" subject to the requirements of California

1 Code of Civil Procedure Section 384, subd. (b). (Agreement at ¶ 5.4.) Class Members can then  
2 claim their funds through the Controller's website. The funds from uncashed checks for Individual  
3 PAGA Payments will be handled in the same manner. (Agreement at ¶ 5.4.)

4 20. Subject to Court approval, the Parties have agreed on ILYM Group to administer the  
5 settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid  
6 for settlement administration in an amount not to exceed \$10,000. (Agreement at ¶ 3.2(c).)

7 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded  
8 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.  
9 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of  
10 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶  
11 3.2(b).) Subject to Court approval, the Agreement provides for a payment not to exceed \$15,000 to  
12 the Plaintiff as the his Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

13 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross  
14 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.  
15 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$10,000. (Agreement at ¶¶  
16 1.34 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA  
17 Penalties shall be allocated as follows: 75% shall be allocated to the Labor Workforce Development  
18 Agency ("LWDA") as its share of the civil penalties and and 25% allocated to the Individual PAGA  
19 Payments to be distributed to the Allegedly Aggrieved Employees based on the number of their  
20 respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of  
21 service, the LWDA has been served with this motion and the Agreement.

#### 22 23 Risks of Continued Litigation and Standards for Approval

24 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate  
25 and trying this Action against Defendant through possible appeals which could take several years.  
26 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in  
27 complex class actions such as this Action. Class Counsel is also mindful of and recognize the  
28 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based

1 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in  
2 the Agreement is in the best interest of the Class Members.

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

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

1 conclusion.

2 26. This settlement is therefore certainly entitled to preliminary approval. Were this  
3 case to go to trial, the Plaintiff and the other class members would need to prove, among other  
4 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

5 27. Plaintiff will apply to the Court for Class Representative Service Payment in  
6 consideration for his service and for the risks undertaken on behalf of the Class. (Agreement at ¶  
7 3.2(a).) As the sole representative, Plaintiff performed his duties admirably by working with Class  
8 Counsel over the last year. The Declaration of the Plaintiff is submitted herewith in support. At  
9 this stage, the requested service award of \$10,000 is well within the accepted range of awards for  
10 purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.  
11 LEXIS 172183, at \*11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each  
12 are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at \*19 (N.D.  
13 Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018  
14 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment  
15 was \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, \*7 (S.D.Cal. Oct. 06,  
16 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*  
17 *UBS Fin. Servs.*, 2007 WL 221862, \*16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service  
18 award in overtime class action and a pool of \$100,000 in enhancements). As explained in *Glass*,  
19 service awards are routinely awarded to class representatives to compensate the employees for the  
20 time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and  
21 retaliation there from, and to serve as an incentive to vindicate the statutory rights of all employees.  
22 2007 WL 221862 at \*16-17. Below, I provided a long list of similar Court-approved service  
23 awards.

24 28. The stage of the proceedings at which this Settlement was reached also militates in  
25 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has  
26 conducted a thorough investigation into the facts of the class action. Class Counsel began  
27 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a  
28 review and analysis of the relevant documents and data. Class Counsel was also experienced with

1 the claims at issue here, as Class Counsel previously litigated and settled similar claims in other  
2 actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient  
3 information to make an informed judgment regarding the likelihood of success on the merits and the  
4 results that could be obtained through further litigation.

5 29. Based on the foregoing data and their own independent investigation and evaluation,  
6 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the  
7 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the  
8 Class in light of all known facts and circumstances, including the risk of significant delay, defenses  
9 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that  
10 Counsel for both parties possessed sufficient information to make an informed judgment regarding  
11 the likelihood of success on the merits and the results that could be obtained through further  
12 litigation.

13  
14 Class Certification Issues

15 30. Plaintiff contends that the proposed settlement meet all of the requirements for class  
16 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,  
17 the Court may appropriately approve the Class as defined in the Agreement. This Court should  
18 conditionally certify the Class for settlement purposes only, defined as follows:

19 All individuals who were employed by Defendant in California and classified as a  
20 non-exempt employee at any time during the Class Period, excluding those  
employees who signed severance agreements.

21 (Agreement at ¶ 1.5.)

22 The Class Period is from January 19, 2019 through January 5, 2024 (Agreement at ¶ 1.13.)

23 a. **Numerosity** - Here, Plaintiff asserts that the 186 current and former  
24 employees that comprise the Class can be identified based on Defendant's records and are  
25 sufficiently numerous for class certification. Defendant verified the class size and workweek  
26 figures in paragraph 4.1 of the Agreement via email.

27 b. **Common Issues Predominate** - Here, Plaintiff contends that common  
28 questions of law and fact are present, specifically the common questions of whether Defendant's

1 employment practices were lawful, whether Class members were lawfully compensated for all  
2 hours worked, whether Defendant failed to provide meal and rest periods to Class Members,  
3 whether Defendant failed to provide required expense reimbursement, and whether Class Members  
4 are entitled to damages and penalties as a result of these practices. Plaintiff contends that  
5 certification of this Class is appropriate because Defendant allegedly engaged in uniform practices  
6 with respect to the Class Members. As a result, these common questions of liability could be  
7 answered on a class wide basis.

8           c.       **Typicality** - In this Action, Plaintiff contends that the typicality requirement  
9 is fully satisfied. Plaintiff, like every other member of the Class, were employed by Defendant as a  
10 non-exempt employee during the Class Period, and, like every other member of the Class, was  
11 subject to the same employment practices. Plaintiff, like every other member of the Class, also  
12 claims owed compensation as a result of the Defendant's uniform company policies and practices.  
13 Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by  
14 Defendant, involve the same issues, and are based on the same legal theories.

15           d.       **Adequacy** - Plaintiff contends that the Class Members are adequately  
16 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest  
17 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This  
18 requirement is met here. First, Plaintiff is well aware of his duties as the representative of the Class  
19 and has actively participated in the prosecution of this case to date. Plaintiff effectively  
20 communicated with Class Counsel, provided documents and information to Class Counsel, and  
21 participated in the investigation and resolution of the Action. The personal involvement of the  
22 Plaintiff was essential to the prosecution of the Action and the monetary settlement reached.  
23 Second, Plaintiff retained competent counsel who are experienced in employment class actions and  
24 who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those  
25 of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of  
26 facts and legal theories.

27           31.       Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal  
28 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can

1 competently represent the Class. Other lawyers at my firm and I have extensive class litigation  
2 experience. We have handled a number of class actions and complex cases and have acted both as  
3 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully  
4 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits  
5 involving complex issues of law and fact. My firm is particularly experienced in wage and hour  
6 employment law class actions, including claims for misclassification, overtime, expense  
7 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal  
8 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage  
9 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be  
10 adequate counsel by the courts throughout California. We have been approved as experienced class  
11 counsel by both state and federal courts in California in contested class certification proceedings. A  
12 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this  
13 settlement is defined as “all individuals who were employed by Defendant in California and  
14 classified as a non-exempt employee at any time during the Class Period, excluding those  
15 employees who signed severance agreements.” I have reviewed my firm’s cases and representation  
16 of other plaintiffs and there is no conflict or representation which would prevent my firm from  
17 representing the interests of the Class this case. My firm only represents employees, and not  
18 employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm’s  
19 only interest in the subject matter of this litigation is to ensure a recovery to the Class and to  
20 maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not  
21 inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as  
22 the claims are all against different and distinct employers. I can think of no conflict that would  
23 arise in our representation of the Class and our adequate representation of the Class is evidenced by  
24 the successful prosecution of the class claims to reach an excellent recovery for the Class.  
25 Moreover, neither the Plaintiffs nor Class Counsel have any affiliation with the proposed  
26 Administrator (Apex Class Action Administration) for this settlement. Thus, the adequacy  
27 requirement for my firm is satisfied.

28 32. **CMO ¶G(5) - Class Notice** - The Parties have used a form for the class notice

1 which this Court previously approved. The Class Notice, drafted jointly and agreed upon by the  
2 Parties through their respective counsel and to be approved by the Court, includes all relevant  
3 information. (*See Exhibit "A"* to the Agreement.) The Class Notice, drafted jointly and agreed  
4 upon by the Parties through their respective counsel and to be approved by the Court, includes all  
5 relevant information. (*See Exhibit "A"* to the Agreement.) The Class Notice will include, among  
6 other information: (i) information regarding the Action; (ii) the impact on the rights of the Class  
7 Members if they do not opt out, including a description of the applicable release; (iii) information to  
8 the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated  
9 Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and  
10 expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the  
11 anticipated expenses of the Administrator. An Objection form and a Request for Exclusion form  
12 will accompany the Class Notice, the forms of which are part of Exhibit A to the Agreement. The  
13 Class Notice will state that the Class Members shall have sixty (60) days from the date that the  
14 Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a  
15 written objection. (Agreement at ¶¶ 1.43, 8.5, 8.7.) In the event of a re-mailing, the Response  
16 Deadline will be extended by an additional 14 days. (*Id.*) Class Members shall be given the  
17 opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to  
18 appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a  
19 timely and proper request to opt-out will automatically receive a payment of their Individual Class  
20 Payment. This notice program was designed to meaningfully reach the Class Members and it  
21 advises them of all pertinent information concerning the Settlement.

22       33.     **CMO ¶G(9) - The PAGA Claim -**

23             a.     **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201  
24 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The  
25 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a  
26 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the  
27 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of  
28 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on

1 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of  
2 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that  
3 primary consideration. "The LWDA recognizes that this Court does not review the PAGA  
4 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is  
5 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent  
6 class members." (LWDA Response at p.4).

7           b.       **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the  
8 value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between  
9 \$156,750 and \$313,500 for a single violation in every one of the 3,135 pay periods at issue in the  
10 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor  
11 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code §  
12 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate  
13 per pay period but without stacking.<sup>4</sup>

14           c.       **Stacking of Penalties** - The violations alleged for PAGA penalties are the  
15 same as the grounds for the class claims, which are alleged unpaid wages violations (Labor Code §§  
16 1194, 1197, 1198); rest period violations (Labor Code §§ 226.7, 512, 1198), expense  
17 reimbursement violations (Labor Code §§ 1198, 2802) waiting time violations (Labor Code §§  
18 203), and wage statement violations (Labor Code §§ 226 and 1198). While these are each  
19 individual grounds for the class recovery, it is not at all clear whether PAGA penalties can be  
20 "stacked". This is because all but one of the listed violations violated Labor Code §1198 as a  
21 predicate violation for the PAGA claim, as well as other Labor Code sections. The exception would  
22 be PAGA penalties for waiting penalties under Labor code § 203 would only apply to 46 pay  
23 periods where there was a termination of employment, which totals a maximum of \$4,600. I am not  
24 aware of any Court that has awarded PAGA penalties through stacking of penalties because the

---

25  
26       <sup>4</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
27 The valuation of between \$156,750 and \$3,13,500 is the civil penalty amount without stacking. If  
28 stacking is permitted, then the valuation increases with each additional penalty added to each pay  
period. Plaintiff, however, are not aware of any PAGA award which permitted stacking and in the  
cases cited herein, only one penalty per pay period was assessed.

1 alleged conduct violated the same statute for multiple reasons or because the same conduct violates  
2 multiple Labor Code sections. Here, if stacking were permitted, there is alleged conduct that would  
3 violate two or three Labor Code statutes (i.e. a missed meal period could violate Labor Code §§  
4 226.7, 512 and 1198), and there is conduct resulting in multiple violations of the same Labor Code  
5 statute (i.e. failure to pay wages, failure to provide rest periods, and failure of accurate pay records  
6 all could be in violation of Labor Code §1198), which if taken together could mean that PAGA  
7 penalties could be calculated to be six times the unstacked value, which would be \$1 million to \$2  
8 million in stacked PAGA penalties for the 3,135 pay periods at issue in the PAGA claim. This  
9 stacking issue would implicate the requirement of Section 2699(c)(2) that the court “the court “may  
10 award a lesser amount than the maximum civil penalty amount specified by this part if, based on  
11 the facts and circumstances of the particular case, to do otherwise would result in an award that is  
12 **unjust, arbitrary and oppressive, or confiscatory.**” It may be argued that awarding PAGA  
13 penalties multiple times because the alleged conduct violated the same statute for multiple reasons  
14 or because the same conduct violates multiple Labor Code sections is unjust, oppressive and  
15 confiscatory. For this reason, Plaintiff believes that a single un-stacked penalty per pay period is  
16 the more realistic valuation.

17           d.       **Reasonableness of the PAGA Allocation.** The PAGA allocation in the  
18 Settlement is \$10,000. This allocation is justified by several important considerations. First, the  
19 PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant  
20 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of  
21 the penalties. Defendant could also argue that no penalties prior to the PAGA notification should  
22 be awarded, and I am aware of one Court which has so ruled. These additional defenses present a  
23 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be  
24 awarded. Second, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court  
25 affirmed a judgment which only provided for a PAGA penalty of \$5 per violation. Therefore, at  
26 trial, any PAGA penalties awarded could be significantly less than Plaintiff’s calculation even  
27 where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 3,135 pay  
28 periods were established, using the valuation from *Carrington* results in a potential recovery of only

1 \$15,675 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable  
2 percentage (63%) of this potential PAGA recovery. Fourth, the interests of PAGA are also served  
3 by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

4 e. **Similar PAGA Settlements.** In reaching the settlement of the PAGA  
5 claim, Class Counsel was also aware of what allocations other Courts have approved for similar  
6 PAGA settlements as compared to the total settlement amount. A class settlement that allocates  
7 approximately 2.5% of the total settlement value to resolve the PAGA claims applicable to the class  
8 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,  
9 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the  
10 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)  
11 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*  
12 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for  
13 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637  
14 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*  
15 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA  
16 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL  
17 672645, \*1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9  
18 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, \*13  
19 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million  
20 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, \*9 (N.D. Cal. 2009)  
21 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*  
22 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement  
23 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,  
24 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount  
25 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay,*  
26 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000  
27 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted  
28 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*

1 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000  
2 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*  
3 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)  
4 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*  
5 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or  
6 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441  
7 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);  
8 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.  
9 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of  
10 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case  
11 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement  
12 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.  
13 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement  
14 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case  
15 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement  
16 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)  
17 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*  
18 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or  
19 0.34% of \$1,450,000 settlement amount).

20  
21 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the  
22 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and  
23 reasonable, and at the time of final approval, my firm will present lodestar to further support the  
24 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees  
25 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some  
26 of the class action awards obtained by Class Counsel in similar employment actions throughout the  
27 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total  
28 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles

1 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee  
2 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*  
3 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class  
4 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*  
5 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil  
6 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December  
7 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.  
8 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and  
9 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange  
10 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-  
11 third award in a wage and hour class settlement. On October 23, 2020, in *Ontiveros v. Baker*  
12 *Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian Walsh awarded Class  
13 Counsel a one-third fee award in a wage and hour class settlement. On December 3, 2020, in  
14 *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-  
15 00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour  
16 class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case  
17 No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and  
18 hour class settlement. On September 24, 2021, in *Prologistics Wage and Hour Cases* (Los Angeles  
19 Superior Court Case No. JCCP 4881), Judge William Claster awarded Class Counsel a one-third fee  
20 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*  
21 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a  
22 one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies*  
23 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson  
24 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in  
25 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard  
26 Ulmer awarded a one-third fee award in a wage and hour class action settlement. On May 23, 2022,  
27 in *Ettedgui v. WB Studio Enterprises Inc.*, (United States District Court, Central District of  
28 California Case No. 2:20-cv-08053-MCS-JDE) Judge Mark C. Scarsi awarded a one-third fee

1 award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v.*  
2 *Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson  
3 awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D*  
4 *Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge  
5 Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.  
6 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court  
7 Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee  
8 award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v.*  
9 *Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr.  
10 awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in  
11 *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge  
12 Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February  
13 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No.  
14 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class  
15 settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case  
16 No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class  
17 settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County  
18 Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a  
19 wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento  
20 County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee  
21 award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo Glass Company*  
22 (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu approved a one-  
23 third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp*  
24 *Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard  
25 Whitney approved a one-third fee award in a wage and hour class settlement. On October 16, 2023,  
26 in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge  
27 Hoseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November  
28 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No.

1 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class  
2 settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County  
3 Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a  
4 wage and hour class settlement. A fee award equal to one-third of the common fund is therefore  
5 reasonable in light of the fees that have been awarded in other similar cases.

6  
7 35. Class Representative Service Payment - The reasonableness of the requested service  
8 award is also established by reference to the amounts that other California courts have found to be  
9 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,  
10 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service  
11 award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,  
12 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.  
13 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);  
14 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County  
15 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,  
16 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service  
17 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.  
18 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);  
19 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,  
20 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.  
21 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);  
22 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior  
23 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*  
24 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,  
25 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los  
26 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*  
27 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,  
28 2011)(awarding \$10,000 service award together with additional compensation for their general

1 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court  
2 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.  
3 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);  
4 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior  
5 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,  
6 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000  
7 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los  
8 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*  
9 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,  
10 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa  
11 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*  
12 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,  
13 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS  
14 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);  
15 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding  
16 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside  
17 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*  
18 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000  
19 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange  
20 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*  
21 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,  
22 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior  
23 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*  
24 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,  
25 2018) (awarding \$10,000 service award).

26  
27 Additional Issues From the CMO:

28 36. **CMO ¶ G(3)(a)(vii) - Other Actions.** I am unaware of any class, representative or

1 other collective action in any other Court or jurisdiction which asserts similar claims to the claims  
2 resolved by this settlement. I have inquired of the attorneys in my firm, and they are also no aware  
3 of any other proceeding. I have also searched the LWDA database for PAGA actions, and the  
4 search revealed no other actions. The Agreement at paragraph 2.10 confirms the Parties lack of  
5 awareness of any other matter that would be impacted.

6 37. **CMO ¶G(3)(d)(i) - Settlement Administration** - After seeking bids from two  
7 qualified administrators, the estimate from Apex Class Action Administration is was selected, as  
8 Apex provided sufficient assurances of security with a not to exceed estimate of \$6,500 to perform  
9 the settlement administration for a Class of up 185, with any difference between the actual expenses  
10 and the budget to be retained in the Net Settlement Amount for distribution to the Class. I have  
11 used Apex Class Action Administration successfully as the administrator in more than ten class  
12 settlements in the last few years and know them to be competent and experienced. My firm has no  
13 relationship or connection with Apex Class Action Administration, and thus no conflict of interest  
14 exists. Attached hereto as Exhibit #4 is a true and correct copy of the Declaration of Sean Hartranft  
15 from Apex Class Action Administration which establishes its experience and security procedures,  
16 and also attaches the estimate for administration.

17 a. **CMO ¶G(3)(d)(ii) - Declaration from ILYM** - A declaration from ILYM  
18 Group as the proposed Administrator is attached hereto as Exhibit #4.

19 38. **Service on the LWDA:** At the same time as the filing and service of this declaration,  
20 I am also serving the LWDA with the entire motion for preliminary approval which includes the  
21 Class Action and PAGA Settlement Agreement. This service is verified by the accompanying proof  
22 of service.

23 40. **CMO ¶G(3)(c)(iii) - Uncashed Checks and Cy Pres** - The Agreement provides for  
24 uncashed check funds “to be sent to the to the California Controller's Unclaimed Property Fund in  
25 the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of  
26 California Code of Civil Procedure Section 384, subd. (b).” (Agreement at ¶ 5.4.) This disposition  
27 of uncashed check funds is a term of the Los Angeles Superior Court model form agreement, which  
28 is why this procedure was used for this settlement. Moreover, this procedure provides a means for

1 the class member to recover their funds long after the 180 check cashing period as these funds are  
2 held for years. The Controller provides a simple procedure at  
3 [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html) for class members to claim their funds. This is the same  
4 process that financial institutions use for unclaimed funds. We selected this process because it  
5 results in all Class Members recovering their share, which is the intention of the settlement, as  
6 opposed to a redistribution to just a portion of the Class.

7 41. **CMO ¶G(3)(e) - The Released Class Claims** - The release applicable to the Class  
8 is appropriately tethered to allegations in the Action and the “Released Class Claims” are narrowly  
9 defined as “all claims that were alleged, or reasonably could have been alleged, based facts stated in  
10 the Operative Complaint which occurred during the Class Period. Except as expressly set forth in  
11 this Agreement, Participating Class Members do not release any other claims, including claims for  
12 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
13 unemployment insurance, disability, social security, workers’ compensation, or Class claims based  
14 on facts occurring outside the Class Period.” (Agreement at ¶¶ 1.39 and 6.2.)

15 42. **CMO ¶G(9)(d) - The Released PAGA Claims** - The release applicable to the  
16 Class is appropriately tethered to allegations in the Action and the “Released Class Claims” are  
17 narrowly defined as “all claims for PAGA penalties that were alleged, or reasonably could have  
18 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which  
19 occurred during the PAGA Period. Plaintiff releases all claims for statutory penalties that could  
20 have been sought be the Labor Commissioner for the violations identified in Plaintiff’s pre-filing  
21 letter to the LWDA; Plaintiff does not release any Allegedly Aggrieved Employee’s claim for  
22 individual wages or damages. The Released PAGA Claims do not include other PAGA claims,  
23 claims for wrongful termination, discrimination, unemployment insurance, disability, social  
24 security, workers’ compensation, and PAGA claims outside of the PAGA Period.” (Agreement at ¶¶  
25 1.40 and 6.2.)

26 43. **CMO ¶G(3)(f) - G(3)(i) - Proposed Order** - The [Proposed] Preliminary Approval  
27 Order complies with the instructions in sections H(3)(f), H(3)(g), H(3)(h), and H(3)(i). The  
28 proposed date for the Final Approval Hearing in the proposed order is July 30, 2024 at 8:30 a.m.

44. **CMO ¶G(3)(j) - Tax Allocation** - The Individual Class Payments to Class Members are to be allocated 20% for wages and 80% for non-wages, which includes statutory penalties, expenses reimbursement and interest. (Agreement at ¶ 3.2(e)(i).) This allocation was negotiated between the Parties and were based upon the relative values of the claims as measured by the Parties respective views on the viability of such claims. Plaintiff believed that the claims for missed meal and rest breaks and off-the-clock work would be difficult to establish on class wide basis. By contrast, Plaintiff believed that the expense reimbursement and penalties claims were more easily established and could reasonably result full recovery of the calculated value of the claims asserted. The allocation is also reinforced by the fact that the waiting time penalties had the highest potential maximum recovery of any claim. This resulted in an agreement that the majority of the recovery be allocated to these non-wage recoveries, which Plaintiff accepted in light of Plaintiff's experience that Class Members want a significant percentage of their recovery to be reported on 1099 because of their preference for a recovery without withholdings and other employee-side deductions. The Individual PAGA Payments are allocated entirely to penalties. (Agreement at ¶ 3.2(d)(ii).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of January, 2024, at La Jolla, California.

By: /s/ Kyle Nordrehaug

Kyle Nordrehaug



## 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](mailto:norm@bamlawca.com)  
[kyle@bamlawca.com](mailto: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](mailto:tracie.childs@ogletree.com)  
[cameron.davila@ogletree.com](mailto: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

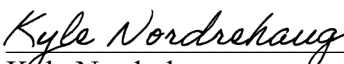
  
Eric Harrold (Jan 25, 2024 06:20 PST)

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

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- 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.**

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>You Don't Have to Do Anything to Receive a Payment</b>                                                                | <p>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).</p> <p>Additional information is set forth below.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b><br><br><b>The Response Deadline is _____.</b> | <p>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. <b>If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement.</b> 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.</p> <p>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.</p> |
| <b>Participating Class Members Can Object to the Class Settlement but not</b>                                            | <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by the Response Deadline</b><br/>(_____)</p> | <p>amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.</p> <p>See Section 8 of this Class Notice.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p><b>You Can Participate in the Final Approval Hearing</b></p>                                                           | <p>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.</p> <p>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.</p> |

### 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](mailto:kyle@bamlawca.com)  
Website: [www.bamlawca.com](http://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](mailto:cameron.davila@ogletree.com)  
Website: [www.ogletree.com](http://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.

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**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:

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*[Form continues on reverse side]*

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\_\_\_\_\_  
(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

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  
28

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  
28

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  
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1 Notice to the Class. ~~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.**

26  
27 Dated: \_\_\_\_\_

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FINAL APPROVAL ORDER AND JUDGMENT

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

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FINAL APPROVAL ORDER AND JUDGMENT



**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

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**FIRM RESUME**

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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)

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Admitted: 2012, California

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> 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. 4<sup>th</sup> 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 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

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

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> 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 (9<sup>th</sup> 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 (3<sup>rd</sup> 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 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior 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; Lesevic 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; Porras 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 Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC



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WRITERS EXT:

1004

November 1, 2022

CA 2787

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

**Spartan Education Group, LLC**  
**Certified Mail #70220410000153343485**  
**CSC - LAWYERS INCORPORATING**  
**SERVICE**  
**2710 GATEWAY OAKS DR**  
**STE 150N**  
**SACRAMENTO, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Spartan Education Group, LLC in California, including any employees staffed with Spartan Education Group, LLC by a third party, and classified as non-exempt employees during the time period of November 1, 2021 until a date as determined by the Court. Our offices represent Plaintiff Eric Harrold (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Spartan Education Group, LLC (“Defendant”). Plaintiff is currently employed by Defendant in California and started his employment on February 1, 2022. He is at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as

required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5<sup>th</sup> 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.



**DECLARATION OF SEAN HARTRANFT**

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 15 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the

1 security of client or class member information. To guarantee the security of the settlement administration  
2 process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as  
3 required by legal standards and best practices in the legal profession.

4 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer  
5 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement  
6 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary  
7 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,  
8 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and  
9 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class  
10 USPS mail.

11 7. The administration fees for Apex Class Action's management of this settlement are  
12 estimated at \$6,500.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing  
13 the specific administration services that will be provided.

14  
15 I declare under penalty of perjury under the laws of the state of California that the foregoing is  
16 true and correct. Executed this 26th day of December 2023, in Irvine, California.

17  
18  
19   
Sean Hartranft

# EXHIBIT A



## CASE TYPES

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- Wage & Hour
- Private Attorneys  
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards  
Act (FLSA)
- Telephone Consumer  
Protection Act (TCPA)
- Employee Retirement  
Income Security Act  
(ERISA)
- Consumer
- Product Liability

## SUMMARY

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Apex Class Action is a team of experienced professionals with a strong understanding of the legal processes and procedures surrounding the settlement of class action lawsuits. As an organization, we possess excellent communication and organizational skills that are combined with innovative technology to efficiently manage complex projects and timelines.

From pre-settlement consultation to final disbursement, our technology platform and data security management measures are centered around integration, automation, and observability to ensure that class members are quickly and accurately paid.

## PRELIMINARY CONSULTATION

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Our complimentary preliminary consultation is used to create a framework for ensuring that all parties understand the project's scope, timeline, and budget. After establishing objectives and expectations between the plaintiff and defense counsel, our team will explore any additional opportunities to identify potential class members. Going as far as providing a detailed interactive banner ad campaign and print media options to achieve maximum reach.

## CASE MANAGEMENT

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Our expert Data Managers and Senior Case Executives oversee the administration of all class action lawsuits, ensuring compliance with court orders, settlement agreements, and industry standards. We work closely with the plaintiff and defense counsel to manage the settlement process, including the funding and distribution of settlement funds to eligible class members.

Our mailing and notification services start with data scrubbing and creation of a class database to ensure the correct contact information of all class members. Furthermore, the class data base will then be validated using the USPS National Change of Address (NCOA) database. Court certified translation with over 65 languages are available.. If mail is returned as undeliverable, all notices will be re-mailed after obtaining an updated address through skip tracing the class members' contact information.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our ability to offer cost-effective pricing is based on our expertise in utilizing cutting-edge technology, highly skilled professionals, and an optimized process. If the courts approve the use of the latest electronic notification methods, such as email and banner ads, this solution will provide both certainty and cost-effectiveness. By utilizing electronic disbursement, we can offer a highly efficient strategy where settlement awards are delivered directly to class members without the potential drawbacks associated with traditional mail delivery.

## **TAX COMPLIANCE & CASE RESOLUTION**

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Apex's proprietary technology to manage the qualified settlement fund (QSF) administration allows us to efficiently handle the process from procurement of an FDIC-insured bank account all the way to preparing and filing 1120-SF tax returns. Our full suite of QSF services includes:

- Preparing Documents
- Opening FID-Insured Bank Account
- Timely Reporting of QSF Balance
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations
- Obtaining QSF Tax ID
- Treasury Management
- QSF Audit Reports

## **CONTACT**

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**Address**  
PO Box 54668  
Irvine, CA 92619

**Email**  
[Info@apexclassaction.com](mailto:Info@apexclassaction.com)

**Phone**  
1.800.355.0700

# **EXHIBIT B**



**Quotation Request:**

Jeffrey Herman  
Blumenthal Nordrehaug Bhowmik De Blouw  
jeff@bamlawca.com  
858.551.1223

**Case Name:**

Date:  
RFP Number:

**Spartan Education Group, LLC**

Tuesday, December 26, 2023  
12230032

**Prepared By:**

Sean Hartranft  
Apex Class Action LLC  
Sean@apexclassaction.com  
949.878.3676

| Settlement Specifications        |     |
|----------------------------------|-----|
| Estimated Class Size:            | 185 |
| Certified Language Translation:  | No  |
| Static Settlement Website        | No  |
| Percentage of Undeliverable Mail | 20% |

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Data Analytics and Standardization                                                                                 |          |          |   |          |
|--------------------------------------------------------------------------------------------------------------------|----------|----------|---|----------|
| Import and Standardize Data*                                                                                       | Per Hour | \$125.00 | 2 | \$250.00 |
| Data Analyst                                                                                                       | Per Hour | \$150.00 | 2 | \$300.00 |
| *Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr. |          |          |   |          |
| Sub Total:                                                                                                         |          |          |   | \$550.00 |

| Mailing of Class Notice                                    |             |          |     |          |
|------------------------------------------------------------|-------------|----------|-----|----------|
| Form Set Up                                                | Per Hour    | \$120.00 | 1   | \$120.00 |
| Print & Mail Class Notice                                  | Per Piece   | \$1.50   | 185 | \$277.50 |
| USPS First Class Postage                                   | Per Piece   | \$0.87   | 185 | \$160.95 |
| Remail Undeliverable Mail (Skip-Trace)                     | Per Piece   | \$2.25   | 37  | \$83.25  |
| Receive and Process Undeliverable Mail                     | Per Hour    | \$75.00  | 0.5 | \$37.50  |
| Process Class Member Correspondence via mail, e-mail & fax | Per Piece   | \$75.00  | 1   | \$75.00  |
| NCOA Address Update (USPS)                                 | Static Rate | \$40.92  | 1   | \$40.92  |
| Sub Total:                                                 |             |          |     | \$795.12 |

| Project Management         |          |          |   |          |
|----------------------------|----------|----------|---|----------|
| Project Management         | Per Hour | \$150.00 | 2 | \$300.00 |
| Project Coordinator        | Per Hour | \$90.00  | 2 | \$180.00 |
| Data Analyst and Reporting | Per Hour | \$140.00 | 1 | \$140.00 |
| Sub Total:                 |          |          |   | \$620.00 |



# APEX

CLASS ACTION ADMINISTRATION

| Professional Services | Fee Calculation | Rate(s) | Quantity | Estimated Cost |
|-----------------------|-----------------|---------|----------|----------------|
|-----------------------|-----------------|---------|----------|----------------|

| Toll-Free Contact Center, Website & Reporting |             |          |            |         |
|-----------------------------------------------|-------------|----------|------------|---------|
| Bilingual Toll-Free Contact Center            | Static Rate | \$45.00  | 1          | \$45.00 |
| Settlement Status Reports                     | Static Rate | \$750.00 | 1          | Waived  |
|                                               |             |          | Sub Total: | \$45.00 |

| Distribution & Settlement Fund Management                   |             |            |            |            |
|-------------------------------------------------------------|-------------|------------|------------|------------|
| Settlement Calculations (Preliminary and Final)             | Per Hour    | \$120.00   | 2          | \$240.00   |
| Account Management and Reconciliation                       | Per Hour    | \$140.00   | 2          | \$280.00   |
| Print & Mail Distribution Settlement Check (W-2/1099)       | Per Piece   | \$1.50     | 185        | \$277.50   |
| USPS First Class Postage                                    | Per Piece   | \$0.66     | 185        | \$122.10   |
| Remail Distribution to Updated Address (Skip Trace)         | Per Piece   | \$2.15     | 19         | \$39.78    |
| Reminder Postcard, USPS Postcard Postage                    | Per Piece   | \$1.00     | 56         | \$55.50    |
| Reminder Notice via Social Media Platforms and E-mail       | Static Rate | \$95.00    | 1          | \$95.00    |
| Individual Income Tax Preparation & Reporting               | Per Hour    | \$100.00   | 8          | \$800.00   |
| QSF Income Tax Reporting (per calendar year)                | Per Year    | \$1,250.00 | 1          | \$1,250.00 |
| Unclaimed Funds: State Controller's Unclaimed Property Fund | Static Rate | \$500.00   | 1          | \$500.00   |
|                                                             |             |            | Sub Total: | \$3,659.88 |

| Post Distribution Reconciliation  |          |          |            |          |
|-----------------------------------|----------|----------|------------|----------|
| Bank Account Reconciliation       | Per Hour | \$135.00 | 2          | \$270.00 |
| Project Management Reconciliation | Per Hour | \$100.00 | 2          | \$200.00 |
| Declarations                      | Per Hour | \$120.00 | 3          | \$360.00 |
|                                   |          |          | Sub Total: | \$830.00 |

|                                      |  |  |  |            |
|--------------------------------------|--|--|--|------------|
| TOTAL ESTIMATED ADMINISTRATION COST: |  |  |  | \$6,500.00 |
|--------------------------------------|--|--|--|------------|

Thank you for your business!



## Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").
2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.
3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.
4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.
5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.
6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.
7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.
8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.
9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.
10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.
12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.
13. **Upon the completion** of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.
14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.
15. **This provision outlines the requirements for providing notice or other communication under this agreement.** All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.
16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.
17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions.** No choice of law or conflict of laws provisions shall affect this governing law provision.
18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.
19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.